



UPDATED AGENDA

OCONEE COUNTY COUNCIL MEETING

July 20, 2021

6:00 PM

Council Chambers, Oconee County Administrative Offices
415 South Pine Street, Walhalla, SC

Call to Order

Moment of Silence

Invocation by County Council Chaplain

Pledge of Allegiance to the Flag of the United States of America

Approval of Minutes

- June 15, 2021 Regular Minutes
- June 22, 2021 Special Minutes

County Attorney Comments

County Administrator Comments

Presentation to Council

- 2021 Upstate Economic Update – Upstate Alliance Activities / *John Lummus, President & CEO for Upstate SC Alliance*

Public Comment Session *[Limited to a total of forty (40) minutes, four (4) minutes per person.]*

If you are not able to attend in person and you have a comment, you may submit it by contacting our Clerk to Council, Katie Smith at ksmith@oconeesc.com or 864-718-1023, so that she may receive your comment and read it into the record.

Council Member Comments

Public Hearings for the Following Ordinances

If you would like to be heard during either of the public hearings, please contact Clerk to Council Katie Smith at ksmith@oconeesc.com or 864-718-1023 so that she may coordinate your participation by telephone.

[None Scheduled.]

Third Reading of the Following Ordinances

[None Scheduled.]

COUNCIL MEMBERS

John Elliott, Chair, District I

Paul Cain, Vice-Chair, District III

Julian Davis, III, Chair Pro Tem, District IV

Matthew Durham, District II

Glenn Hart, District V

Second Reading of the Following Ordinances

Ordinance 2021-14 “AN ORDINANCE TO APPROPRIATE AND AUTHORIZE THE EXPENDITURE OF A PORTION OF LOCAL CORONAVIRUS FISCAL RECOVERY FUNDING THAT HAS BEEN ALLOCATED TO OCONEE COUNTY UNDER THE AMERICAN RESCUE PLAN ACT OF 2021 (“ARPA”), AS FOLLOWS: (1) APPROPRIATING TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS OF COUNTY ARPA FUNDING FOR PURPOSES OF NECESSARY WATER INFRASTRUCTURE IMPROVEMENTS FOR THE TOWN OF SALEM (“SALEM WATER INFRASTRUCTURE PROJECT”); (2) AUTHORIZING THE EXPENDITURE, SUBJECT TO CERTAIN TERMS AND CONDITIONS, OF UP TO TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS OF SUCH APPROPRIATED FUNDS FOR THE SALEM WATER INFRASTRUCTURE PROJECT; AND (3) OTHER MATTERS DIRECTLY RELATED THERETO.”

As directed by Council on June 1, 2021

Ordinance 2021-15 “AN ORDINANCE TO APPROPRIATE AND AUTHORIZE THE EXPENDITURE OF A PORTION OF LOCAL CORONAVIRUS FISCAL RECOVERY FUNDING THAT HAS BEEN ALLOCATED TO OCONEE COUNTY UNDER THE AMERICAN RESCUE PLAN ACT OF 2021 (“ARPA”), AS FOLLOWS: (1) APPROPRIATING ONE MILLION, THREE HUNDRED THOUSAND AND 00/100 (\$1,300,000.00) DOLLARS OF COUNTY ARPA FUNDING FOR PURPOSES OF NECESSARY WATER INFRASTRUCTURE IMPROVEMENTS FOR THE CITY OF WESTMINSTER (“WESTMINSTER WATER INFRASTRUCTURE PROJECT”); (2) AUTHORIZING THE EXPENDITURE, SUBJECT TO CERTAIN TERMS AND CONDITIONS, OF UP TO ONE MILLION, THREE HUNDRED THOUSAND AND 00/100 (\$1,300,000.00) DOLLARS OF SUCH APPROPRIATED FUNDS FOR THE WESTMINSTER WATER INFRASTRUCTURE PROJECT; AND (3) OTHER MATTERS DIRECTLY RELATED THERETO.”

General Government matter

First Reading of the Following Ordinances

Ordinance 2021-16 “AN ORDINANCE AUTHORIZING THE CONVEYANCE OF EASEMENT RIGHTS TO THE OCONEE JOINT REGIONAL SEWER AUTHORITY FOR THE PURPOSE OF SEWER INFRASTRUCTURE CONSTRUCTION AND MAINTENANCE AT THE GOLDEN CORNER COMMERCE PARK; AND OTHER MATTERS RELATED THERETO.”

General Government matter

First & Final Reading of the Following Resolutions

First & Final Reading of Resolution 2021-08 is scheduled after Executive Session

Discussion Regarding Action Items

2021 Edward Byrne Memorial JAG Grant Notification

Oconee County Sheriff’s Department may receive an allocation of \$13,382.00 from the Bureau of Justice Assistance. The grant program requires the notification of intent be made available for the

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County Council and public to review and comment on the proposed use of funds. The Sheriff's Department plans to use the funds from this program to purchase 5 tasers.

2017 Hyundai HX480L Excavator / Rock Quarry / \$184,386.00

Budget: \$567,000.00 / **Project Cost:** \$184,386.00 / **Balance:** \$ 382,614.00

This purchase is for a Used 2017 Hyundai HX480L Excavator with approximately 3,013 hours as of July 8, 2021. This equipment is currently rented and in use at the Rock Quarry, so the hours increase daily. This equipment is primarily used for aiding in the manufacturing and loading of all rip rap and boulder products (6 products total).

It is the staff's recommendation that Council [1] approve the purchase of a 2017 Hyundai HX480L Excavator from National Equipment Dealers, LLC dba as May-RHI, LLC in the amount of \$184,386.00 and [2] approve the trade-in for the machines / equipment listed above.

Change Order #1, PO # 53793 W.K. Dickson Work Authorization # 3 Amendment No. 1 / Airport / Amount:

FAA 90%	\$ 127,431.90
State 5%	\$ 7,079.55
County 5%	\$ 7,079.55

Total Change Order: \$141,591.00
Original PO Amount: \$137,000.00
Purchase Order Total: \$278,591.00

Budget: \$141,591.00 / **Project Cost:** \$141,591.00 / **Balance:** \$0.00

On January 21, 2020 County Council Approved Work Authorization # 3 which includes professional services for construction administration (CA) and construction observation (CO) for the relocation of Nebo Church Road. In the amount of 137,000.00 (FAA 90%: \$123,300.00, State 5%: \$6,850.00 and County: \$6,850.00).

- Due to weather related (tornado) work stoppages and weather impact days, changes in construction scope due to concealed conditions such as buried rubble utility coordination and utility relocation, and difficulties associated with the COVID-19 pandemic, additional Construction Phase Professional Services are required in order to complete the project.

It is the staff's recommendation that Council [1] approve Change Order #1, PO# 53793 Work Authorization #3 Amendment No.1, in the amount of \$141,591.00, purchase order total \$278,591.00 to W.K Dickson & Co., Inc. for professional services for construction administration (CA) and construction observation (CO) for the relocation of Nebo Church Road and [2] authorize the County Administrator to approve and execute any additional change orders to purchase order #53793, as long as approval from the FAA has been obtained and matching funds are available.

Change Order #1, PO #53794 W.K. Dickson Work Authorization # 5 Amendment No. 1 / Airport / Amount:

FAA 90%	\$ 40,057.20
State 5%	\$ 2,225.40
County 5%	\$ 2,225.40

Total Change Order: \$44,508.00
Original PO Amount: \$222,000.00
Purchase Order Total: \$266,508.00

Budget: \$44,508.00 / **Project Cost:** \$44,508.00 / **Balance:** \$0.00

Work Authorization # 5 includes professional services for construction administration (CA) and construction observation (CO) for the Expansion of the West Terminal Apron (Site Prep).

- Due to weather related (tornado) work stoppages and weather impact days, changes in construction scope due to concealed conditions such as buried rubble utility coordination and utility relocation, and difficulties associated with the COVID-19 pandemic additional Construction Phase Professional Services are required in order to complete the project.

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Julian Davis, III, Chair Pro Tem, District IV	Matthew Durham, District II
	Glenn Hart, District V

It is the staff's recommendation that Council approve [1] approve Change Order #1, PO# 53794 Work Authorization #5 Amendment No.1, in the amount of \$44,508.00, purchase order total \$266,508.00 to W.K Dickson & Co., Inc. for professional services for construction administration (CA) and construction observation (CO) for **expansion of the West Terminal Apron site prep** and [2] authorize the County Administrator to approve and execute any additional change orders to purchase order #53794, as long as approval from the FAA has been obtained and matching funds are available.

Change Order #1, PO # 53838 W.K. Dickson Work Authorization # 6 Amendment No. 1 / Airport / Amount:

FAA	90%	\$ 152,651.70
State	5%	\$ 8,480.65
County	5%	\$ 8,480.65
Total Change Order:		\$169,613.00
Original PO Amount:		\$98,700.00
Purchase Order Total:		\$268,313.00

Budget: \$169,613.00 / **Project Cost:** \$169,613.00 / **Balance:** \$0.00

W.K Dickson Work Authorization #6 includes professional services for construction administration (CA) and construction observation (CO) for West Apron Expansion Paving.

- Due to weather related (tornado) work stoppages and weather impact days, changes in construction scope due to concealed conditions such as buried rubble utility coordination and utility relocation, and difficulties associated with the COVID-19 pandemic additional Construction Phase Professional Services are required in order to complete the project.

It is the staff's recommendation that Council approve [1] approve Change Order #1, PO# 53838 Work Authorization #6 Amendment No.1, in the amount of \$169,613.00, purchase order total \$268,313.00 to W.K Dickson & Co., Inc. for professional services for construction administration (CA) and construction observation (CO) for **West Apron expansion paving** and [2] authorize the County Administrator to approve and execute any additional change orders to purchase order #53838, as long as approval from the FAA has been obtained and matching funds are available.

Council approval of funding allocation to the Fair Oak Youth Center in the amount of \$17,500 for the development of a comprehensive Strategic Master Plan for the Fair Play Community in preparation of growth and development in the Southern portion of Oconee County, primarily due to the expansion of wastewater infrastructure

Quarry Closing at 12:00pm on Fridays for Maintenance

With the high level of demand for products from the Quarry, it is difficult to keep up with our maintenance schedule while producing enough material to meet customer demands. Closing at 12pm on Fridays would allow staff to perform any required maintenance and inspections to keep the new plant running properly. This routine maintenance schedule should help prevent unexpected downtime due to breakdowns. This would also allow staff who routinely stays past closing time to perform maintenance and be able leave work on time more often, thus reducing overtime expenditures.

It is staff's recommendation of the closure of the Quarry at noon on Fridays to perform maintenance.

Board & Commission Appointments

The Board & Commission seats listed below are co-terminus with Council District seats and will require [in the 1st quarter of 2021] appointment and/or reappointment as follows:

Building Codes Appeal Board

1 At-Large Seat: No questionnaire on file for this seat

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Executive Session

[upon reconvening Council may take a Vote and/or take Action on matters brought up for discussion in Executive Session, if required]

For the following purposes, as allowed for in § 30-4-70(a) of the South Carolina Code of Laws:

- [1] Receive legal advice and discuss personnel matter and related potential litigation.*
- [2] Discussion regarding an Economic Development matter, Project Drift.*
- [3] Discussion regarding an Economic Development matter, Project Thread.*
- [4] Discussion regarding an Economic Development matter, Project Ruby Slipper.*
- [5] Discussion regarding an Economic Development matter, Project Street Car.*
- [6] Discussion regarding an Economic Development matter, Project Remy.*
- [7] Discussion regarding an Economic Development matter, Project Matlock.*
- [8] Discussion regarding an Economic Development matter, Project West Clemson.*
- [9] Receive legal advice and discuss opioid litigation.*

First & Final Reading of the Following Resolutions *[cont'd]*

Resolution 2021-08 “A RESOLUTION CONSENTING TO AND ACKNOWLEDGING NOTICE OF THE ASSIGNMENT BY ACI PLASTICS SOUTH, LLC, ACI PROPERTIES SOUTH, LLC, AND PREZERO US, INC. (F/K/A GREENCYCLE US HOLDINGS, INC.) TO PREZERO US SERVICES, LLC OF A FEE IN LIEU OF AD VALOREM TAXES AGREEMENT, AND OTHER MATTERS RELATED THERETO.”

Adjourn

COUNCIL MEMBERS

John Elliott, Chair, District I Paul Cain, Vice-Chair, District III
Julian Davis, III, Chair Pro Tem, District IV Matthew Durham, District II
Glenn Hart, District V

OCONEE CODE OF ORDINANCES

Sec. 2-61. - Access to and conduct at county meetings, facilities and property.

(a) *Purpose.* The county council has determined that it is necessary to regulate access to county facilities, grounds and property in order to ensure the safety and security of the public who visit these areas or the county employees who serve them. The conduct of persons who visit county facilities and/or who have contact with county employees must also be regulated to preserve public order, peace and safety. The regulation of access and conduct must be balanced with the right of the public to have reasonable access to public facilities and to receive friendly, professional service from county employees. These regulations apply to all county facilities and meetings, as defined below, for and over which county council exercises control and regulation, and to the extent, only, not preempted by state or federal law.

(b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Facility means any building, structure, or real property owned, leased, rented, operated or occupied by the county or one of its departments, offices or agencies.

Meeting means any assemblage of persons for the purpose of conducting county governmental business, operations or functions or any assemblage of persons within a county governmental facility. The term "meeting" includes, but is not limited to, county council meetings, county board and committee and staff meetings, trials, hearings and other proceedings conducted in the courts of general sessions and common pleas, family court, master-in-equity, probate court and magistrate's court; and other meetings by entities duly authorized by the county council.

(c) *Prohibited acts.* It shall be unlawful for any person to:

- (1) Utter loud, obscene, profane, threatening, disruptive or abusive language or to engage in any disorderly or disruptive conduct that impedes, disrupts or disturbs the orderly proceedings of any meeting, or operations of any department or function of the county government, including, without limitation, speaking when not explicitly recognized and authorized to do so by the presiding official in such meeting.
- (2) Bring, carry, or otherwise introduce any firearm, knife with blade longer than two inches or other dangerous weapon, concealed or not concealed, into any facility or meeting. This prohibition does not apply to law enforcement personnel or any other person whose official, governmental duties require them to carry such firearm, knife, or other weapon.
- (3) Engage in partisan political activity, including speech, in any meeting not authorized and called for the purpose of partisan political activity and explicitly authorized for such purpose in the facility in which such activity is to be conducted, or refusing to cease such activity when the presiding official of the meeting in question has ruled that the activity in question is partisan political activity and has directed that such activity stop.
- (4) Interfere with, impede, hinder or obstruct any county governmental official or employee in the performance of his duties, whether or not on county government property.
- (5) Enter any area of a county government facility, grounds or property when such entry is prohibited by signs, or obstructed or enclosed by gates, fencing or other physical barriers. Such areas include rooms if clearly marked with signs to prohibit unauthorized entry.
- (6) Enter by vehicle any area of a county governmental facility, grounds or property when such area is prohibited by signs or markings or are obstructed by physical barriers; or park a vehicle in such restricted areas; or park in a manner to block, partially block or impede the passage of traffic in driveways; or park within 15 feet of a fire hydrant or in a fire zone; or park in any area not designated as a parking space; or park in a handicapped parking space without proper placarding or license plate; or park in a reserved parking space without authorization.

- (7) Use any county governmental facility, grounds or other property for any purpose not authorized by law or expressly permitted by officials responsible for the premises.
 - (8) Enter without authorization or permission or refuse to leave any county governmental facility, grounds or other property after hours of operation.
 - (9) Obstruct or impede passage within a building, grounds or other property of any county governmental facility.
 - (10) Enter, without legal cause or good excuse, a county governmental facility, grounds or property after having been warned not to do so; or, having entered such property, fail and refuse without legal cause or good excuse to leave immediately upon being ordered or requested to do so by an official, employee, agent or representative responsible for premises.
 - (11) Damage, deface, injure or attempt to damage, deface or injure a county governmental property, whether real property or otherwise.
 - (12) Enter or attempt to enter any restricted or nonpublic ingress point or any restricted access area, or bypass or attempt to bypass the designated public entrance or security checkpoint of a facility without authorization or permission.
 - (13) Perform any act which circumvents, disables or interferes with or attempts to circumvent, disable or interfere with a facility's security system, alarm system, camera system, door lock or other intrusion prevention or detection device. This includes, without limitation, opening, blocking open, or otherwise disabling an alarmed or locked door or other opening that would allow the entry of an unauthorized person into a facility or restricted access area of the facility.
 - (14) Exit or attempt to exit a facility through an unauthorized egress point or alarmed door.
- (d) *Penalty for violation of section.* Any person violating the provisions of this section shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished in accordance with section 1-7. In addition, vehicles that are improperly parked on any county property, facility, or other premises may be towed at the owner's expense.

(Ord. No. 2003-04, §§ 1—4, 4-15-2003; Ord. No. 2012-06, § 1, 4-3-2012)

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2021-14**

AN ORDINANCE TO APPROPRIATE AND AUTHORIZE THE EXPENDITURE OF A PORTION OF LOCAL CORONAVIRUS FISCAL RECOVERY FUNDING THAT HAS BEEN ALLOCATED TO OCONEE COUNTY UNDER THE AMERICAN RESCUE PLAN ACT OF 2021 (“ARPA”), AS FOLLOWS: (1) APPROPRIATING TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS OF COUNTY ARPA FUNDING FOR PURPOSES OF NECESSARY WATER INFRASTRUCTURE IMPROVEMENTS FOR THE TOWN OF SALEM (“SALEM WATER INFRASTRUCTURE PROJECT”); (2) AUTHORIZING THE EXPENDITURE, SUBJECT TO CERTAIN TERMS AND CONDITIONS, OF UP TO TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS OF SUCH APPROPRIATED FUNDS FOR THE SALEM WATER INFRASTRUCTURE PROJECT; AND (3) OTHER MATTERS DIRECTLY RELATED THERETO.

WHEREAS, the 2019 Novel Coronavirus (“COVID-19”) is a respiratory disease that has caused severe illness and death by the SARS-CoV-2 virus, which is a new strain of coronavirus previously unidentified in humans and which can spread from person to person;

WHEREAS, recent numbers posted on the COVID Data Tracker website for the Centers for Disease Control and Prevention show that over 33 million Americans have been infected with COVID 19, and more than 595,000 deaths have resulted;

WHEREAS, COVID 19 has disrupted nearly every facet of American life, affecting families, schools, communities, and businesses in profound and unprecedented ways;

WHEREAS, the negative financial impact of COVID 19 on American society has been experienced in a variety of ways, including food and housing insecurity, business closures, job loss and long term unemployment, and a widespread want of opportunity;

WHEREAS, throughout the COVID-19 crisis, local governments were at the forefront of the response, addressing untold numbers and types of emergencies and exigencies;

WHEREAS, local governments remain uniquely positioned to take a leadership role in the recovery effort;

WHEREAS, on March 11, 2021, the American Rescue Plan Act (“ARPA”) was signed into law by the President of the United States;

WHEREAS, among other things, ARPA established the Coronavirus Local Fiscal Recovery Fund (“Fiscal Recovery Fund”), which provides for direct aid to counties and municipalities to support their efforts in combating the impact of COVID-19 on their communities, residents, and businesses;

WHEREAS, the Fiscal Recovery Fund provides local governments, including Oconee County (“County”), with significant monetary resources, purposed to assist in responding to the COVID-19 public health emergency;

WHEREAS, financial assistance received by local governments through the Fiscal Recovery Fund may be used in several different ways, including but not limited to: (1) generally responding to the COVID-19 public health emergency or its negative economic impacts; (2) providing premium pay to eligible workers; (3) replacing lost public sector revenue; and (4) making necessary investments in water, sewer, or broadband infrastructure;

WHEREAS, County has been allocated Fifteen Million, Four Hundred Fifty Thousand, Eight Hundred Seventy-Eight, and 00/100 (\$15,450,878.00) Dollars, to be received in two equal installments, one of which has been received, with the other to be received in approximately 12 months (collectively “County ARPA Funds”);

WHEREAS, the Fiscal Recovery Fund permits cooperation among units of local governments in funding allowable projects. 31 CFR Part 35. (See *Supplementary Information, Section VI. Transfers.*)

WHEREAS, the Town of Salem, South Carolina (“Salem”) has requested assistance from the County in order to construct an eight inch (8”) water line along the S.C. Highway 11 business connector, as well as a one hundred thousand (100,000) gallon above ground water storage tank, as more particularly described on the attached Exhibit A (the “Salem Water Infrastructure Project”);

WHEREAS, the Salem Water Infrastructure Project is a necessary water infrastructure project within Oconee County, for it will, among other things: (1) ensure a reliable supply of clean and safe drinking water to current and future residents in the subject area, (2) increase drought resiliency, (3) reduce water pressure fluctuations, (4) reduce the overall cost of service, and (5) provide potable water reserves;

WHEREAS, the County desires to assist the Town of Salem with the Salem Water Infrastructure Project, by contributing an amount up to Two Million and 00/100 (\$2,000,000.00) Dollars of County ARPA Funds.

NOW THEREFORE, be it ordained by the Oconee County Council in meeting duly assembled that:

Section 1. Appropriation. Two Million and 00/100 (\$2,000,000.00) Dollars of County ARPA Funds are hereby appropriated and set aside for the Salem Water Infrastructure Project.

Section 2. Expenditures. Expenditure of funds appropriated out of County APRA Funds for the Salem Water Infrastructure Project is approved in an amount up to Two Million and 00/100 (\$2,000,000.00) Dollars, subject to the following conditions:

- a) All federal requirements, specifically including applicable regulations promulgated by the United States Department of Treasury, shall be strictly adhered to in the administration of these funds.
- b) County and Salem shall enter into a subrecipient agreement, in a form common to federal grant funding, prior to the expenditure of County ARPA Funds for the

Salem Water Infrastructure Project. The County Administrator is authorized to execute such an agreement on the advice of the County Attorney.

- c) The subrecipient agreement shall address all matters relevant to the County's receipt of Fiscal Recovery Funds, including but not limited to regulatory compliance, accounting, reporting, audit preparation, use restrictions, and clawback provisions. 31 CFR Part 35.9.
- d) County reserves the right to discontinue the expenditure of funding appropriated for the Salem Water Infrastructure Project at any time based on: (1) emergency or exigent circumstances; (2) due to lack of available funds; (3) if the Salem Water Infrastructure Project is deemed an impermissible project, in whole or part, under ARPA, Department of Treasury regulations, or other legal authority; (4) for an actual or threatened breach of the subrecipient agreement; or (5) for convenience.

Section 4. Severability. Should any term, provision, or content of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance.

Section 5. General Repeal. All ordinances, orders, resolutions, and actions of the Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.

Section 6. Effective Date. This Ordinance shall become effective and be in full force from and after public hearing and third reading in accordance with the Code of Ordinances of Oconee County, South Carolina.

ORDAINED in meeting, duly assembled, this ____ of _____, 2021.

ATTEST:

Katie Smith
Clerk to Oconee County Council

John Elliott
Chair, Oconee County Council

First Reading: June 15, 2021
Second Reading: July 20, 2021
Third Reading: _____
Public Hearing: _____

EXHIBIT A

3/11/2021

TOWN OF SALEM - WATER INFRASTRUCTURE IMPROVEMENTS

A. S.C. HWY 11 BUSINESS CORRIDOR 8" CONNECTOR

B. 100,000 GALLON GROUND STORAGE TANK

ITEM NO:	DESCRIPTION	EST QTY.	UNIT	UNIT PRICE IN PLACE	AMOUNT
<u>A. S.C. HWY 11 BUSINESS CORRIDOR 8" CONNECTOR</u>					
1.	EQUIPMENT MOBILIZATION		LS		<u>28,000.00</u>
2.	TESTING & STERILIZING		LS		<u>6,500.00</u>
3.	BACTERIOLOGICAL SAMPLING		LS		<u>3,400.00</u>
4.	8" x 8" MAIN CONNECTION (S. LITTLE RIVER ROAD)		LS		<u>6,500.00</u>
5.	8" x 6" MAIN CONNECTION (PARK AVENUE)		LS		<u>6,000.00</u>
6.	BORE/ JACK 16" STEEL CASING (8" D.I. CARRIER)	240	LF	@ 280.00	<u>67,200.00</u>
7.	8" DIP (CL360) / FITTINGS / MMTAPE / WIRE	12,700	LF	@ 62.00	<u>787,400.00</u>
8.	8" MJ GATE VALVE / BOX / RING	10	EA	@ 1,600.00	<u>16,000.00</u>
9.	6" MJ GATE VALVE / BOX / RING	9	EA	@ 1,200.00	<u>10,800.00</u>
10.	THREE-WAY FIRE HYDRANT ASSEMBLY	8	EA	@ 4,200.00	<u>33,600.00</u>
11.	BORE DRIVEWAYS	420	LF	@ 70.00	<u>29,400.00</u>
12.	PRESSURE REGULATION STATION (COMPLETE)	2	EA	@ 85,000.00	<u>170,000.00</u>
13.	CONCRETE MARKER	12	EA	@ 60.00	<u>720.00</u>
14.	EROSION CONTROL BMP'S		LS		<u>24,000.00</u>
15.	TRAFFIC CONTROL		LS		<u>15,000.00</u>
16.	BRIDGE CROSSING		LS		<u>80,000.00</u>
A. TOTAL CONSTRUCTION					\$ <u>1,284,520</u>
<u>B. 100,000 GALLON GROUND STORAGE TANK</u>					
1.	SITE WORK		LS		<u>60,000.00</u>
2.	ELECTRICAL & CONTROL VALVES		LS		<u>35,000.00</u>
3.	STEEL GROUND TANK & FOUNDATION		LS		<u>180,000.00</u>
B. TOTAL CONSTRUCTION					\$ <u>265,000</u>
TOTAL CONSTRUCTION A & B					\$ <u>1,549,520</u>
Construction Contingency					<u>154,952</u>
TOTAL CONSTRUCTION & CONTINGENCY					<u>1,704,472</u>
Engineering, Inspection, Construction Management					<u>187,492</u>
SCDHEC Application Fee					<u>600</u>
SWPPP Permitting					<u> </u>
G.I.S. Mapping Fee					<u>8,522</u>
P&P Bonds					<u>51,134</u>
TOTAL PRELIMINARY OPINION OF COSTS					\$ <u>1,952,220</u>

Rosler Group
 110 West First Ave., Suite D
 Easley, SC 29840

Town of Salem Water Infrastructure Improvements



B.
100,000 Gallon
Ground Storage Tank

A.
S.C. Hwy. 11 Business Corridor
8" Connector

Legend

- Proposed_Tank
- Proposed
- <all other values>

Diameter

- 0.75
- 1
- 2
- 2.5
- 3
- 4
- 6
- 8
- 10
- 12
- 16
- 18
- 24

- Tank
- Boundary
- Salem_Roads_08172020



Date: 8/12/2021

1 inch = 5,000 feet

Source: Esri, DigitalGlobe, GeoEye, IGN, AerGRID, Airbus, USDA, FAO, AeroGRID, IGN, Esri, Mapbox, Swire, Bing, AeroGRID, IGN, Esri, Mapbox, Swire, Bing, AeroGRID, IGN, Esri, Mapbox, Swire, Bing

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2021-15**

AN ORDINANCE TO APPROPRIATE AND AUTHORIZE THE EXPENDITURE OF A PORTION OF LOCAL CORONAVIRUS FISCAL RECOVERY FUNDING THAT HAS BEEN ALLOCATED TO OCONEE COUNTY UNDER THE AMERICAN RESCUE PLAN ACT OF 2021 (“ARPA”), AS FOLLOWS: (1) APPROPRIATING ONE MILLION, THREE HUNDRED THOUSAND AND 00/100 (\$1,300,000.00) DOLLARS OF COUNTY ARPA FUNDING FOR PURPOSES OF NECESSARY WATER INFRASTRUCTURE IMPROVEMENTS FOR THE CITY OF WESTMINSTER (“WESTMINSTER WATER INFRASTRUCTURE PROJECT”); (2) AUTHORIZING THE EXPENDITURE, SUBJECT TO CERTAIN TERMS AND CONDITIONS, OF UP TO ONE MILLION, THREE HUNDRED THOUSAND AND 00/100 (\$1,300,000.00) DOLLARS OF SUCH APPROPRIATED FUNDS FOR THE WESTMINSTER WATER INFRASTRUCTURE PROJECT; AND (3) OTHER MATTERS DIRECTLY RELATED THERETO.

WHEREAS, the 2019 Novel Coronavirus (“COVID-19”) is a respiratory disease that has caused severe illness and death by the SARS-CoV-2 virus, which is a new strain of coronavirus previously unidentified in humans and which can spread from person to person;

WHEREAS, recent numbers posted on the COVID Data Tracker website for the Centers for Disease Control and Prevention show that over 33 million Americans have been infected with COVID 19, and more than 595,000 deaths have resulted;

WHEREAS, COVID 19 has disrupted nearly every facet of American life, affecting families, schools, communities, and businesses in profound and unprecedented ways;

WHEREAS, the negative financial impact of COVID 19 on American society has been experienced in a variety of ways, including food and housing insecurity, business closures, job loss and long term unemployment, and a widespread want of opportunity;

WHEREAS, throughout the COVID-19 crisis, local governments were at the forefront of the response, addressing untold numbers and types of emergencies and exigencies;

WHEREAS, local governments remain uniquely positioned to take a leadership role in the recovery effort;

WHEREAS, on March 11, 2021, the American Rescue Plan Act (“ARPA”) was signed into law by the President of the United States;

WHEREAS, among other things, ARPA established the Coronavirus Local Fiscal Recovery Fund (“Fiscal Recovery Fund”), which provides for direct aid to counties and municipalities to support their efforts in combating the impact of COVID-19 on their communities, residents, and businesses;

WHEREAS, the Fiscal Recovery Fund provides local governments, including Oconee County (“County”), with significant monetary resources, purposed to assist in responding to the COVID-19 public health emergency;

WHEREAS, financial assistance received by local governments through the Fiscal Recovery Fund may be used in several different ways, including but not limited to: (1) generally responding to the COVID-19 public health emergency or its negative economic impacts; (2) providing premium pay to eligible workers; (3) replacing lost public sector revenue; and (4) making necessary investments in water, sewer, or broadband infrastructure;

WHEREAS, County has been allocated Fifteen Million, Four Hundred Fifty Thousand, Eight Hundred Seventy-Eight, and 00/100 (\$15,450,878.00) Dollars, to be received in two equal installments, one of which has been received, with the other to be received in approximately 12 months (collectively “County ARPA Funds”);

WHEREAS, the Fiscal Recovery Fund permits cooperation among units of local governments in funding allowable projects. 31 CFR Part 35. (See *Supplementary Information, Section VI. Transfers.*)

WHEREAS, the City of Westminster (“Westminster”) has requested assistance from the County in order to construct, improve, and/or repair certain water infrastructure within Westminster corporate limits, as more particularly described on the attached Exhibit A (the “Westminster Water Infrastructure Project”);

WHEREAS, the Westminster Water Infrastructure Project is a necessary water infrastructure project within Oconee County, for it will, among other things: (1) ensure a reliable supply of clean and safe drinking water to current and future residents in the subject area, (2) increase drought resiliency, (3) reduce water pressure fluctuations, (4) reduce the overall cost of service, and (5) provide potable water reserves;

WHEREAS, the County desires to assist Westminster with the Westminster Water Infrastructure Project, by contributing an amount up to One Million, Three Hundred Thousand and 00/100 (\$1,300,000.00) Dollars of County ARPA Funds.

NOW THEREFORE, be it ordained by the Oconee County Council in meeting duly assembled that:

Section 1. Appropriation. One Million, Three Hundred Thousand and 00/100 (\$1,300,000.00) Dollars of County ARPA Funds are hereby appropriated and set aside for the Westminster Water Infrastructure Project.

Section 2. Expenditures. Expenditure of funds appropriated out of County APRA Funds for the Westminster Water Infrastructure Project is approved in an amount up to One Million, Three Hundred Thousand and 00/100 (\$1,300,000.00) Dollars, subject to the following conditions:

- a) All federal requirements, specifically including applicable regulations promulgated by the United States Department of Treasury, shall be strictly adhered to in the administration of these funds.
- b) County and Westminster shall enter into a subrecipient agreement, in a form common to federal grant funding, prior to the expenditure of County ARPA

Funds for the Westminster Water Infrastructure Project. The County Administrator is authorized to execute such an agreement on the advice of the County Attorney.

- c) The subrecipient agreement shall address all matters relevant to the County's receipt of Fiscal Recovery Funds, including but not limited to regulatory compliance, accounting, reporting, audit preparation, use restrictions, and clawback provisions. 31 CFR Part 35.9.
- d) County reserves the right to discontinue the expenditure of funding appropriated for the Westminster Infrastructure Project at any time based on: (1) emergency or exigent circumstances; (2) due to lack of available funds; (3) if the Westminster Water Infrastructure Project is deemed an impermissible project, in whole or part, under ARPA, Department of Treasury regulations, or other legal authority; (4) for an actual or threatened breach of the subrecipient agreement; or (5) for convenience.

Section 4. Severability. Should any term, provision, or content of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance.

Section 5. General Repeal. All ordinances, orders, resolutions, and actions of the Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.

Section 6. Effective Date. This Ordinance shall become effective and be in full force from and after public hearing and third reading in accordance with the Code of Ordinances of Oconee County, South Carolina.

ORDAINED in meeting, duly assembled, this ____ of _____, 2021.

ATTEST:

Katie Smith
Clerk to Oconee County Council

John Elliott
Chair, Oconee County Council

First Reading: June 15, 2021
Second Reading: July 20, 2021
Third Reading: _____
Public Hearing: _____

EXHIBIT A



Gateway to the Mountain Lakes Region

June 4, 2021

To: Mr. Julian Davis, Oconee County Council District IV (Chairman Pro Tem)

From: Kevin Bronson, City Administrator

Subject: Request for American Rescue Plan funding

Dear Mr. Davis:

The City of Westminster is working diligently to complete an upgrade to the water system at its raw water intake on the Chauga River. Please accept this request for \$987,420 from Oconee County's American Rescue Plan allocation – or any other funding source(s) as may be appropriate for you to consider. Time is of the essence for the City to receive commitment of the funds in order to take full advantage of all warranties and anticipated, gained efficiencies.

In the spring of 2019 Westminster was awarded a low interest loan through the South Carolina Office of Regulatory Staff – Energy Office to complete the installation of water pumps (drives) on the City's water system to increase the operational efficiency of the system. Westminster expects that loan to close in the near term.

However, the City is seeking funding from Oconee County to install two VFD's (pumps) at the City's raw water intake on the Chauga River, a challenging effort given the topography at the raw water intake. The \$987,420, if received from Oconee County, will allow the installation of the VFD's by the end of the calendar year.

These funds will leverage the \$414,550 low interest loan through SC Office of Regulatory Staff – Energy Office in which 5 VFD's have already been installed and 2 more are currently being manufactured for Westminster. By installing VFD pumps Westminster is increasing the operating efficiency of the water delivery and therefore reducing future costs.

As a cost consideration Westminster understands its customers are sensitive to any cost increases. While these funds being requested from the Oconee County ARP allocation will not offset current operating costs, the outcome of the project is expected to provide future benefit by reducing the cost to operate the system. Future cost increases may be less. Please see the engineers' calculation below for calculated and anticipated savings.

A detailed budget is included to explain the additional funding necessary to complete the targeted improvements. Westminster obtained the pricing from vendors within the last four months; however, due to steep cost increases across many of the components sectors, the staff has included a 20% contingency. This is a refined request and unless there is a procurement issue or delay Westminster firmly

believes the December 31, 2021 close date is appropriate and well within its means.

Westminster is committed to full completion by December 31, 2021, sooner if funding can be secured to complete the project:

Estimated Cost /Description

\$448,000	(2) 300 hp inverter duty motors with compatible pumps
\$136,500	Wiring of (2) 300 hp motors from mezzanine up hill 300' to VFD building
\$133,900	Replacement of 24" check valve located up the hill, including new building
\$39,000	Construction of 16" X 20" climate controlled VFD/SCADA building
\$14,400	(1) transformer with KVA pad
\$1,800	Removal & disposal of existing pumps & motors.
\$16,250	SCADA wiring from VFD's to the motors on the mezzanine (running fiber optic line)
\$33,000	Site work
\$822,850	Total estimated project cost
\$164,570	20% Contingency
\$987,420	Grand Total

Engineering Report

The following information is provided by the Westminster's Electrical Engineer – Tucker Engineering Associates, Inc. - May 23, 2021

Recent improvements to Variable Frequency Drive (VFD) feature sets mean they now offer more than just their well-known energy savings capability, particularly when paired with a motor/pump system:

1. Energy Efficiency \$188,799 per year savings
2. Advanced Functionality Optimal operation determined by VFD firmware
3. Reduced Component Degradation Increased life expectancy of motors/pumps
4. System Reliability Increased reliability = less down time
5. Lower Starting Currents and avoidance of Water Pressure Shock to Water System – Another intangible cost to the City is the damage to the existing old water mains that transport the Chau River raw water to the plant when the 500HP pumps are turned on/off producing high pressure transients along the piping sometimes causing breakages. The operation of the VFDs will be a continuous lower flow rate with no excursions of water pressure on the old piping.

1. Energy Efficiency

The most obvious advantage of a VFD is the notable energy efficiency.

A typical water pump application setup uses a direct electrical supply to power a motor, which then runs the pump. The motor runs at a continuous speed regardless of the requirements placed on it by the pump because the power supply is constant. The motor/pump uses the energy output it needs from the motor; the rest is wasted.

If the motor is controlled by a VFD, the frequency of the electricity powering the motor—and hence the speed of the motor—is regulated according to the demands of the application. If less power is required from the motor at certain points in a process, then the drive adjusts the electrical frequency, slowing the motor. The aim is to ensure that the motor only generates enough energy to power the pump and no more, eliminating energy wastage. Studies have shown that a 20% reduction in motor speed can lead to

a 50% energy saving (source: GAMBICA).

For most pumps the fluid flow provided varies directly with the pump rotational speed. The input power requirement varies as the cube or third power of the speed ratio. Small decreases in equipment rotating speed or fluid flow yield significant reductions in energy use. For example, reducing speed (flow) by 20% can reduce power requirements by approximately 50%.

Given:

* Westminster Raw Water Pumps at Chau Ram River consumed 924,160 Kwh from 04/01/20 to 05/01/21 @ \$0.167/Kwh for Water Plant with payments equaling to \$154,418.08 during the year.

*PMPA Base Demand charge for the City is \$43.86/Kw.

Assuming the optimum pump/motor speed is set to approximately 20% reduction, the energy consumption could be reduced from 924,160 Kwh to 462,080 Kwh or an annual savings of \$77,167.36 for the energy cost at the Water Plant operation. Also, the reduction of the motor/pump size from 500HP or $(500HP)(.736Kw/HP)/(.85pf) = 432.9 Kw$ to $(300HP)(.736Kw/HP)/(1.0pf) = 220.8 Kw$ or 212.1 Kw reduction in demand. The reduction of the City base demand cost would be $(212.1 Kw)(\$43.86/Kw) = \$9,302.70/mo$ or \$111,632/yr as the PMPA billing is ratcheted. Total of Electrical costs reduction of \$188,799 per year.

2. Advanced Functionality

Drives are becoming more advanced, now offering exceptional feedback and monitoring capabilities. Sensors used to detect a wide range of variables, such as pressure, temperature or movement, can be fed into the drive control module to accurately determine the optimal output frequency and motor speed. If a given variable changes, the drive can be set-up to automatically adapt the frequency, altering the speed of the motor. Once the sensors indicate that the desired state has been achieved, the drive can then normalise its frequency.

A great example of this adaptation is temperature monitoring. A VFD can be set up to monitor motor temperature. To ensure it does not overheat, it can automatically lower the motor speed, send error signals or stop the motor altogether. This advanced functionality can improve the performance and reliability of the Chau River Pump project.

3. Reduced Component Degradation

Optimizing motor and pump performance can reduce stress on the mechanical and electrical components of a system, limiting component failure resulting from wear. By reducing the speed at which a motor is running at certain points in the process, the individual components are placed under less mechanical stress. This change also reduces stress on other components such as cables and connectors further down the line.

4. System Reliability

The VFDs selected and purchased by The City of Westminster have safety features such as short circuit protection and safety torque off (STO) functionality. These features eliminate the need for electrical components, such as motor circuit breakers and contactors, reducing the number of components and therefore costs. Reducing the number of electrical components also increases system reliability and reduces the risk of system downtime.

5. Lower Starting Currents

In comparison to a mains-powered motor with direct starting, the Westminster Raw Water Pump project VFDs will reduce the starting current by up to 80% without affecting the starting torque. By enabling

lower starting currents and spreading the —Electrical Demand Period||, the Westminster Raw Water Pump delivery demand and thus, the City of Westminster PMPA billing demand will be reduced. The VFDs are also designed to eliminate transients from entering the VFDs and also eliminate transients and/or —Standing Wave condition|| from being produced toward the motor/pumps. The resulting elimination of energy spikes (transients) also mean that failures of electrical equipment (especially the 300HP pumps) will be reduced.

Conclusion

The Westminster Raw Water Pump Project VFDs will greatly improve the reliability of the raw water delivery from the Chau River source. In addition, the VFDs should pay for themselves within a year of operation, removing any perceived investment risk for the project.

End: Tucker Engineering Associates, Inc. - May 23, 2021

Securing Funding – a Plan with Alternatives

Westminster will proceed to secure funding by requesting funding from the sources identified below.

- 1- Southeastern Rural Community Assistance Project (SERCAP - contacted Director Willie Morgan via email on May 31, 2021 with follow-ups planned the week of May 24th.
- 2- Oconee County American Rescue Plan funding - request through the local delegation to the Oconee County Council - initial conversations have taken place with follow up the week of May 24th.
- 3- Any other option presented, revealed or otherwise discovered that can be pursued – will be.
- 4- Westminster American Rescue Plan + current fund balance of the Westminster combined utility fund

Following is a restatement of the narrative that provides important information regarding the project.

2021 Conditions

In 2019, the City staff did not anticipate the complexities of replacing the raw water intake pumps with VFD's. The terrain at the raw water pumps is mountainous along a river, the terrain is steep, difficult to navigate for equipment replacement. The engineering is dated and it is difficult to match to modern equipment and requires retrofits to make the improvements possible. Provided is a number of photos that demonstrate the challenging aspects of the terrain.

Westminster in 2019 identified the use of these funds to cover VFD's to improve overall efficiency of the water system to better serve its Westminster City and Oconee County water system customers. Based on 2019 US Census data, the City of Westminster qualifies as an LMI community. Most of the service area is rural in nature.

The following is a description of the City of Westminster's water system:

The City of Westminster has owned and operated a complete water system to serve the City residents and commercial/industrial customers since 1934. The City directly serves 7,658 people via 3,281 residential taps and 52 non-residential taps (this includes people living inside City limits as well as people living in the County outside City limits). The City also serves a secondary population of 1,449 through the City's wholesale customer, TESI Total Environmental Solutions, Inc. These customers live outside City limits.

Since the beginning of the Westminster water system, there have been many changes and upgrades in

accord with available technologies to more economically operate. The following is information to support this objective to operate more economically.

The present basic constructs of the City water system are:

Two 500HP “raw water” pumps located at the Chauga River pumping station transport water to the City water treatment plant. Numerous pumps within the water plant move the water between the water treatment stages. Finished water pumps transport the treated water to the City water elevated storage tanks. These tanks maintain system pressure and store water until it is needed and distributed to the residents and commercial companies in the City.

Water treatment plant lighting, heating, and air conditioning, etc. are of “less efficient” operating costs. Each of the above constructs have opportunities for improvement in efficiency (read savings of City expense toward the Water System).

The raw water pumps are tasked to push approximately 1.5 million gallons per day over a distance of 2 miles. The flow resistance of the piping over that distance represents the horsepower needed to get that amount of water transported. If the flow rate is reduced, the energy to pump water to the treatment plant is reduced exponentially.

Instead of keeping the raw water pumps running and reducing the flow to match the City’s water demand by choking the flow with valves, electronically controlling the raw water pumps’ flow to only what is necessary during daily operation is where the huge difference of pump energy is realized (Money savings for the City).

The existing raw water pumps are capable of approximately 4 million gallons/day and the City usage is approximately 1.5 million gallons/day. It is anticipated that the aged 500HP pumps will be replaced with smaller and more efficient 300HP pumps.

In 1989, the City contracted Graves Pumps Services, Jackson, SC to install the existing pumps and motors. Over the years, they have been re-built and re-built to the point they cannot be re-built again. 6 years ago, Graves Pump Services advised the former Water Plant Superintendent to replace the pumps and motors. Unfortunately, this was not done. Fast forward 6 years and the pumps and motors are in even worse condition to the point of complete failure.

Modern “Variable Speed Drive” control systems are capable of remotely controlling (utilizing the City’s “remote data acquisition system”) the Raw Water Pumps such that the most economical flow rate from the Chau River pump station can be achieved. Modern “Variable Speed Drive” control systems are also designed to protect motors (in this case the City’s water pumps) to avoid costly motor rewinds and other costly maintenance. (Also money savings for the City).

The numerous pumps with the City water treatment system are utilized as a “choreographed” set of pumps to match the raw water pump subsystem and water treatment plant with the City water demand.

The water treatment plant water pumps presently are semi-automatic and are manually choreographed by the water plant operators.

By utilizing, the modern “Variable Speed Drive” control systems, the efficiency of the pumps are improved and more importantly, the pumps are controlled by the advanced VFD control system, which utilizes the

“remote data acquisition system” to “load follow” the City water usage, which is in synch with the raw water pump flow.

The water treatment plant finished water pumps (three 125HP) are presently VFD controlled by the water plant operators. These finished water pumps have been elevated in their efficiency by the modern VFD control system and experience the enhanced protection of the motors and expected extended life. The choreographed utilization of the finished water pumps will also reduce their energy requirements in accord with the raw water pump reduction in flow, which will also reduce their flow requirements and afford the City reduction in operational expense.

The existing City water treatment plant was constructed in 1979. The internal heating, cooling, lighting and small motor controls are very dated and much less efficient than that of more recent technologies.

Ultimately, each of the projects above would be integrated and controlled either by one central control or by distributed control such that optimum efficiency of the City water system is obtained. The City’s “Water System data retrieval system” will be interfaced with the new 300HP VFDs such that the VFDs’ data is available for overall water system optimization.

In closing, this project will bring the City of Westminster back to the standard that our customers expect and deserve. It is imperative that the City take action to replace the old and worn out pumps & motors that the new VFD’s require to operate efficiently. The current equipment can fail at any time leaving the City without a source of water to be treated by the Water Treatment Plant leaving the City without water. Removing the transformer and the 12,000 Volt primary line from the mezzanine to the top of the hill is crucial for safety as well as improved access for repairs and maintenance.

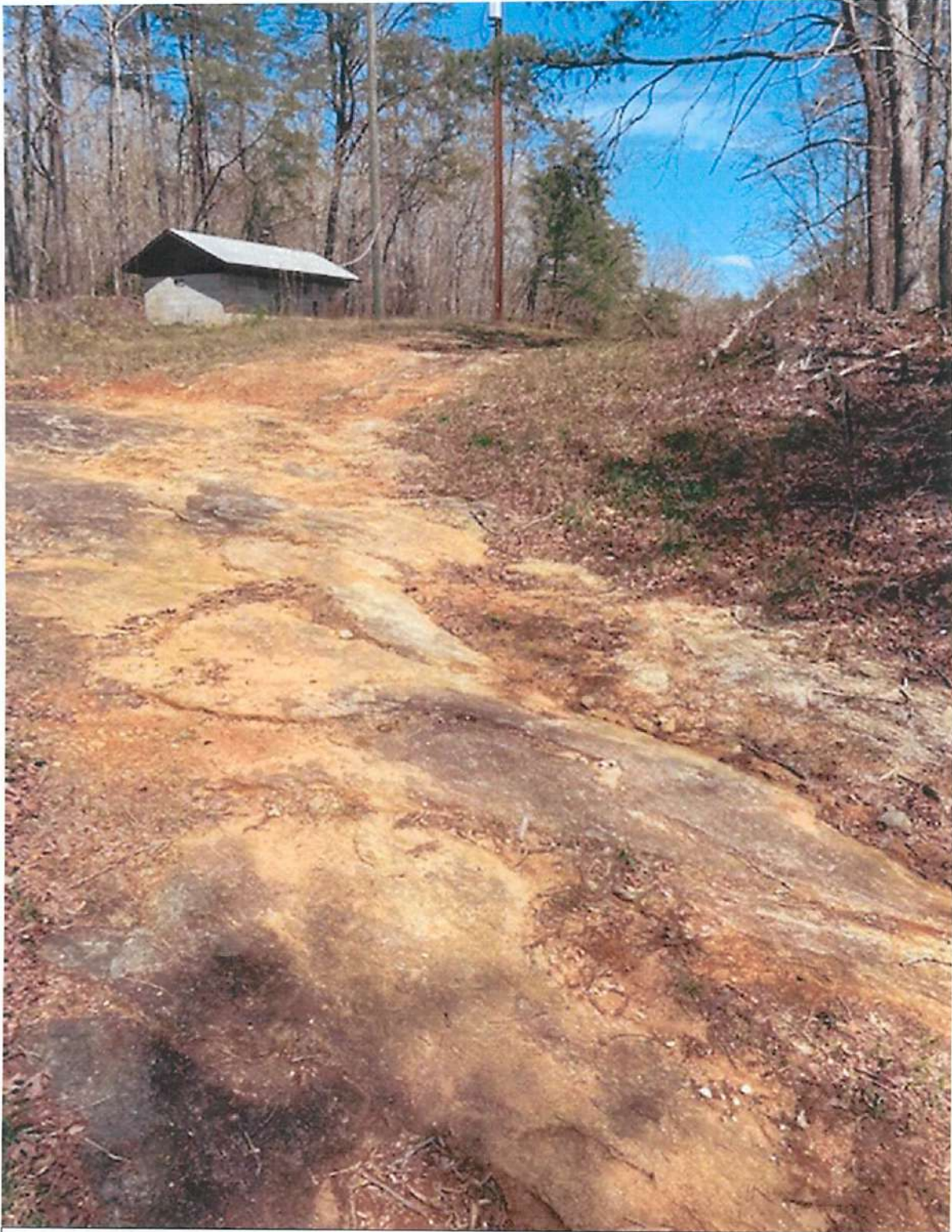
The following is a series of current photos along with a breakdown/description of the cost estimate to purchase the two new pumps and motors, wiring from the motors to the new VFD’s, new 24” check valve, new climate controlled building to house the new VFD’s, transformer with KVA pad:



Photo of existing pumps & motors on old steel platform. The platform is cantilevered out over the Chauga River. Access to this equipment is very treacherous. The cost to replace the wore out pumps & motors is \$280,000.00, delivered & installed only. The 300 HP motors will support the new ConserFund VFD's allowing us to reduce energy consumption and the ability to run the pumps at night at a much lower cost. This will also save the water that is currently pouring out of the failing pumps (wasted water & power).



View from the bottom of the hill looking up to the top of the hill where the check valve building is located. This is a 24" water line from the river intake to the water treatment plant 2 miles away. The cost of wiring from the bottom of the hill to the top of the hill is \$105,000.00



This is a photo of the building on top of the hill that houses the 24" check valve. This is also the site for the future building that will house the new VFD's.

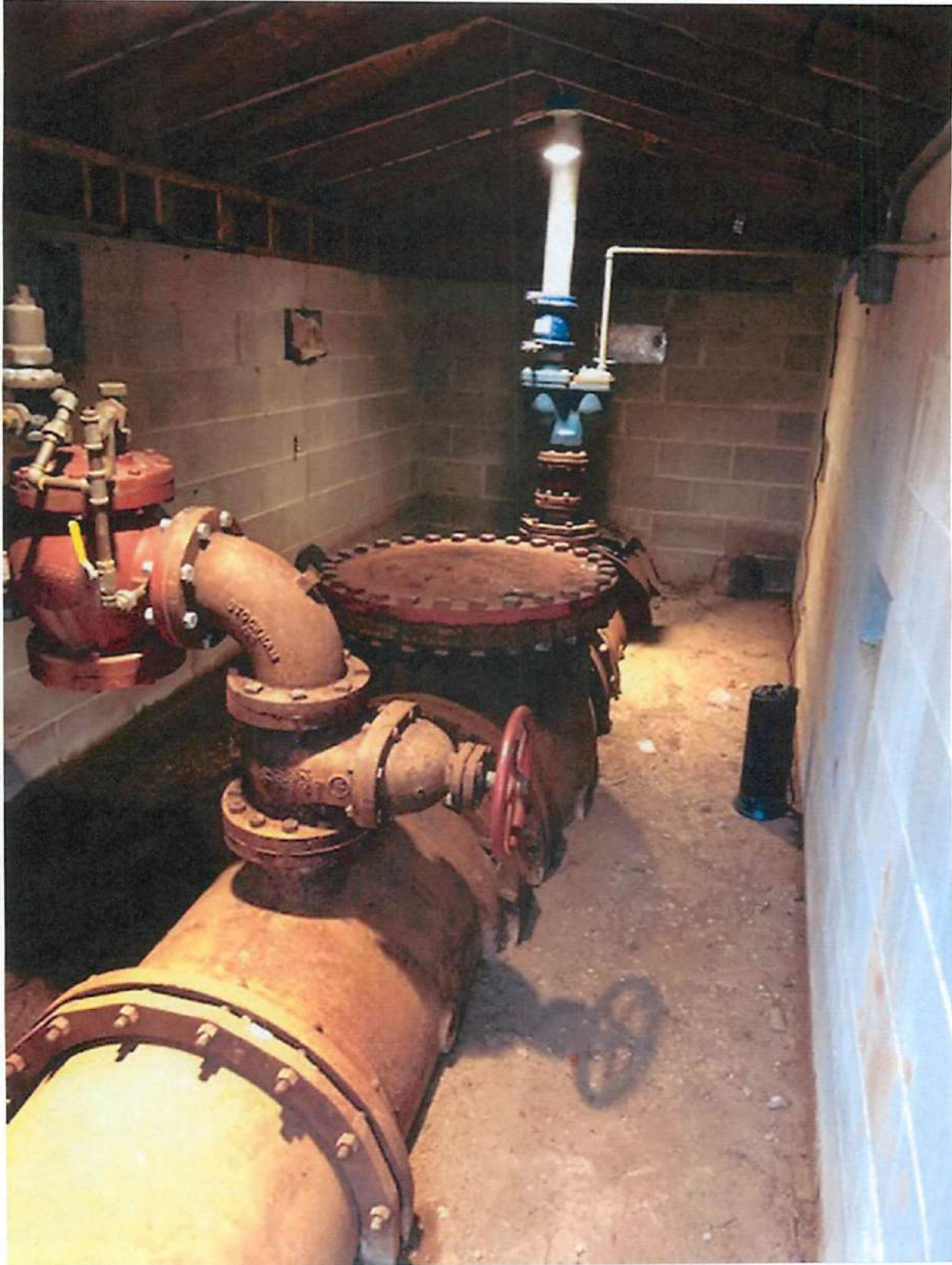


Photo of the inside of check valve building. A new building is essential for increased security as well as lightning strike protection. Currently, the building is completely unsecured and has easy access for intruders or other sabotage.



Check valve installed in 1966. It is leaking badly as seen in the photo. This valve is critical infrastructure responsible for moving approximately 3900 gallons per minute of water from the Chauga River uphill to the Water Treatment Plant located 2 miles away. In the event the valve fails completely or even a partial fail increases the chance for water to flow backwards from the WTP reservoir all the way back down into the river. This would be catastrophic.

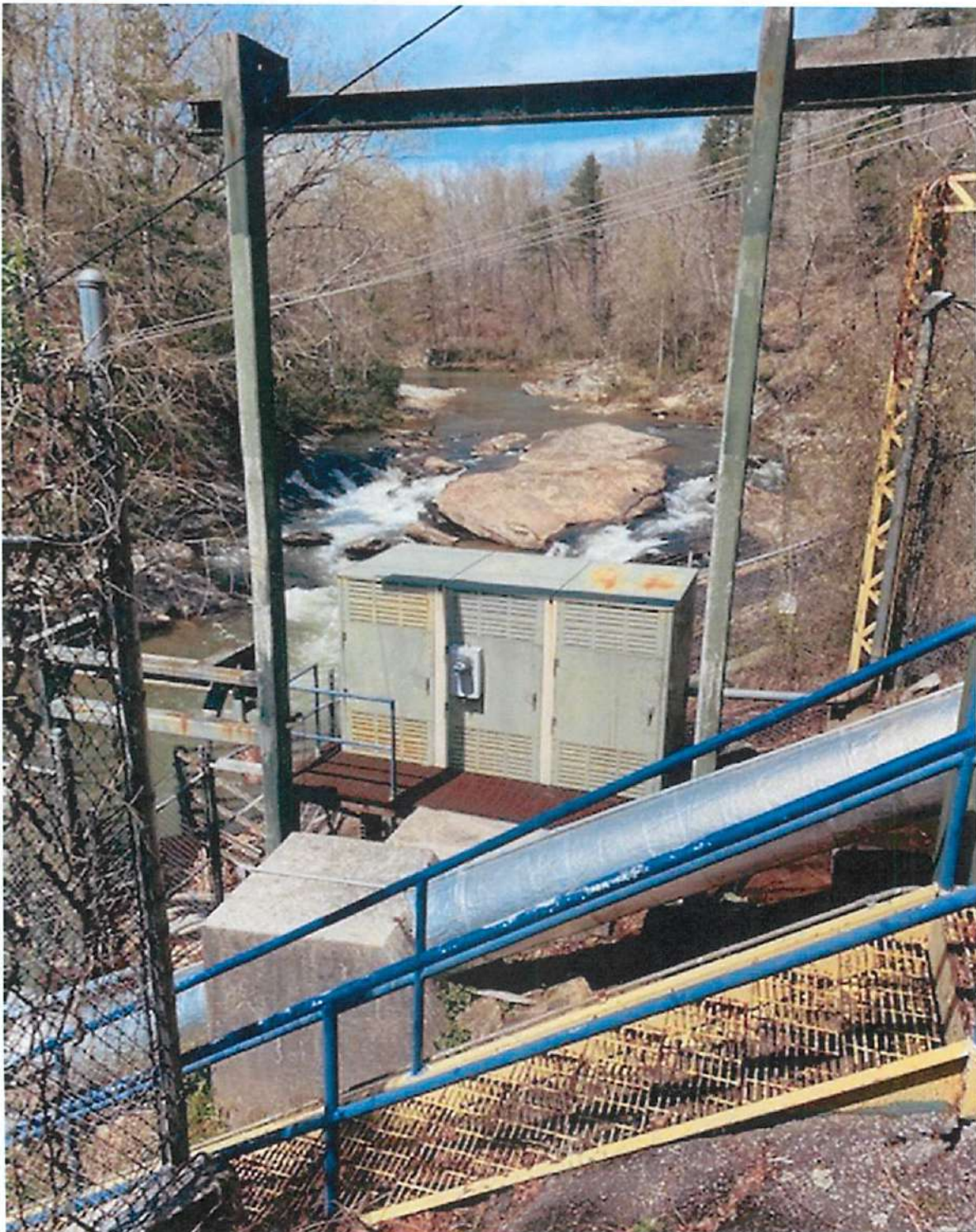


Photo of the current transformer location. It sits on an old steel platform. Access for maintenance or repair is treacherous. Relocating the transformer to the new VFD location will reduce potential lightning strike and improve ability to restore power quicker due to limited access at current location. By removing and relocating the primary 12,000 Volt overhead wires, the hazard for potential injury to employees is reduced. There would also be a reduced risk of environmental impact due to accidental release of oil into the river.



This is a view from the top of the hill where the check valve building is located down to the mezzanine where the pumps & motors are located. The 24" water line is partially underground.

From: Kevin Bronson <kbronson@westminstersc.org>
Date: June 14, 2021 at 3:04:28 PM EDT
To: Council District 4 <district4@oconeesc.com>
Cc: Amanda Brock <abrock@oconeesc.com>
Subject: Westminster ARP - additional funding request

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you validate the sender and know the content is safe.

Mr. Davis,

Thank you for the opportunity to add additional information to the request for Oconee County American Rescue Plan funding for the City of Westminster water system.

In my previous request via a memo through email on June 4, 2021 I submitted Westminster's request for \$987,420 to complete the installation of an upgrade to the water system's raw water intake. Please accept this email as a request for funds that, inclusive of the \$987,420, total \$1,300,000.

Westminster request \$312,580 to:

\$155,000 Engineer, permit, repair and make improvements to the plant reservoir. It is currently leaking and needs to be repaired which includes the installation of a new geo liner along the back of the impoundment;

\$65,000 filter upgrade and maintenance;

\$60,000 maintenance and repair to the piping in the pipe gallery that is in the building and the piping on site at the water plant yard;

\$32,580 Improvements and upgrades to the various plant components important to the plan operation.

All of these items are critical to providing safe and reliable drinking water to the systems customers. These improvements are also expected to improve the operational efficiency which will reduce future rate increases. Westminster believes these activities meet the provisions of the American Rescue Plan and will complete these activities within the time specified for the American Recovery Plan.

Thank you,
Kevin Bronson

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2021-16**

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF EASEMENT RIGHTS TO THE OCONEE JOINT REGIONAL SEWER AUTHORITY FOR THE PURPOSE OF SEWER INFRASTRUCTURE CONSTRUCTION AND MAINTENANCE AT THE GOLDEN CORNER COMMERCE PARK; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County ("County"), a body politic and corporate and a political subdivision of the State of South Carolina, is the owner of an industrial and business park known as the Golden Corner Commerce Park ("County Property");

WHEREAS, the Oconee Joint Regional Sewer Authority ("OJRSA") wishes to acquire from County, and County wishes to grant to OJRSA, certain easement rights for the construction, maintenance, alteration, and replacement of sewer infrastructure under and through certain portions of the County Property (collectively, the "Easements Rights");

WHEREAS, the form, terms, and provisions of the Sewer Infrastructure Easement Agreement (the "Easement Agreement") now before the Oconee County Council ("Council"), a copy of which is attached hereto as Exhibit A, are acceptable to the Council for the purpose of giving effect to the Easement Rights; and

WHEREAS, Section 4-9-30(2) of the South Carolina Code of Laws authorizes the County to transfer or otherwise dispose of interests in real property.

NOW, THEREFORE, be it ordained by Council, in meeting duly assembled, that:

1. Council hereby approves the grant of the Easement Rights subject to and in conformity with the provisions of the Easement Agreement.
2. The County Administrator is authorized to execute and deliver the Easement Agreement on behalf of County in substantially the same form as attached hereto as Exhibit A, or with such changes as are not materially adverse to County and as the Administrator shall approve with advice from the County Attorney.
3. The County Administrator is further authorized to execute and deliver any and all other documents or instruments on behalf of the County, as relate to the Easement Rights, in a form and substance acceptable to the County Administrator with advice from the County Attorney.
4. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this Ordinance.
5. All other terms, provisions, and parts of the Oconee County Code of Ordinances, not

amended hereby, directly or by implication, shall remain in effect.

6. This Ordinance shall take effect and be in full force from and after third reading and enactment by Council.

ORDAINED in meeting, duly assembled, this ____ day of _____, 2021.

ATTEST:

Katie D. Smith
Clerk to Oconee County Council

John Elliott
Chair, Oconee County Council

First Reading: July 20, 2021
Second Reading: _____
Third Reading: _____
Public Hearing: _____

Grantor retains all rights to the Easement Premises not inconsistent with the rights of Grantee set forth herein. Additionally, Grantor consents to the following:

- 1) The Grantor shall not damage or cause to be damaged through acts of the Grantor any of the pipelines or appurtenances of the system.
- 2) No building or structures, pipes or underground lines, ponds or lakes, shall be constructed by the Grantor within the Easement Premises without first obtaining the prior written consent of the Grantee, which shall not be unreasonably withheld, delayed, or conditioned.
- 3) The Grantor shall not excavate or fill within the Easement Premises or cause a substantial change in the topographical features of the Easement Premises as it exists on the date of these presents without first obtaining the prior written consent of the Grantee, which shall not be unreasonably withheld, delayed, or conditioned. Any street, road, drive, or right-of-way constructed by the Grantor over, through or across the Easement Premises shall be done at the peril of the Grantor. Therefore, the Grantee shall not be responsible for any damage done to any such street, road or drive should it become necessary to disturb the same to effect relocations, changes, renewals, substitutions, replacements, or maintenance of the said lines or appurtenances thereto, unless such relocation, change, renewal, substitution, replacement or maintenance is occasioned by the negligence or wilful misconduct of the Grantee.

In addition to the consideration paid by the Grantee herein to the Grantor for the granting of this easement, the Grantee agrees to the following:

- a) To replace and restore any grasses, ornamental shrubs, bushes, or trees located in or about the Easement Premises which were destroyed or damaged during construction or maintenance of the pipeline or its appurtenances.
- b) To replace driveways, fences, sidewalks, curbing and parking areas disturbed or damaged during initial construction, maintenance, or repair of the sewer pipeline or its appurtenances.
- c) To pay to the Grantor any damages occasioned by the destruction of or injury to any growing crops located and situate on or about the Easement Premises occasioned by the Grantee going upon the Easement Premises to maintain the said line or its appurtenances, including but not limited to such destruction during the exercise of the Grantee's rights of ingress and egress to the Easement Premises.
- d) Upon completion of construction, or upon completion of any subsequent maintenance, change, or relocation within the Easement Premises, the Grantee shall cause the area within the Easement Premises disturbed by such construction or maintenance to be sowed in ground cover.
- e) To allow the Grantor to connect and attach onto the sewer line, in accordance with current rules, regulations, and fees currently charged to users of the same class, such connection shall be according to standards of the Oconee County Sewer Use Ordinance and specifications and plans approved by the Grantee. In addition thereto, the Grantee covenants that the user's charge applicable to the Grantor shall not be greater than charges made to others of that class of use similar to the Grantor, regardless of location.
- f) Grantee shall indemnify, defend, and hold Grantor, its representatives, agents, employees, successors and assigns, harmless from any and all costs, liabilities, damages, losses, claims, actions or proceedings of any nature, including, without limitation, for injury to any persons (including death) or property which may have arisen, or be claimed to have arisen, from or out of (i) any damage, accident, injury, or other similar occurrence in or on the Grantor's property, including the Easement Premises, due to Grantee's negligence or misconduct or (ii) the use, maintenance or repair of the Easement Premises by Grantee, its guests, invitees, agents, or contractors.
- g) The easement shall not be exercised by the Grantee in a manner so as to prevent or unreasonably interfere with the use and enjoyment of the Grantor's property, including the Easement Premises, by Grantor, its employees, servants, agents, guests, and invitees.
- h) The items to be constructed, installed, operated, and maintained on the Easement Premises shall be constructed, installed, operated, and maintained in a safe manner, consistent with all applicable laws, industry standards, and manufacturers' requirements.
- i) Any damage to the Grantor's property caused by the Grantee's activities, shall be replaced or repaired by the Grantee to the satisfaction of the Grantor.

- j) The Grantee shall not place, keep, store, or permit to be placed, kept, or stored on the Grantor's property any equipment or materials except during the times Grantee's employees or agents are physically present and conducting activities permitted under this agreement.
- k) The easement granted hereby shall be perpetual and run with the land except that it shall automatically terminate should the Grantee, or any of its successors or assigns, cease to operate on or otherwise entirely abandon the Easement Premises and/or any items located thereon for a period of one (1) year or more.

Any rights to the Easement Premises not specifically granted to the Grantee herein, are reserved to the Grantor, its successors or assigns.

Subject to the terms of subsection (k) above, the failure of the Grantor or Grantee to exercise any rights granted herein shall not be construed as a waiver or abandonment of such rights thereafter at any time, and from time to time to exercise any and all of them.

IN WITNESS WHEREOF, the Grantor and Grantee have hereunto placed their Hands and affixed their Seals, individually or by their officer(s) and agent(s) authorized to do so, this _____ day of _____, 20_____.

SIGNED sealed and delivered
In the presence of:

1st Witness Signature		(1)	Grantor Signature
1st Witness Name (Printed)			Grantor Name (Printed)
2nd Witness Name		(2)	Grantee Signature
2nd Witness Name (Printed)			Grantee Name (Printed)

STATE OF SOUTH CAROLINA)	
)	PROBATE
COUNTY OF OCONEE)	

PERSONALLY APPEARED BEFORE ME, the undersigned, who being duly sworn says that (s)he saw the above-endorsed Grantor _____ and sign, seal, and as the act and deed of said Grantor deliver the within written instrument for the uses and purposes set forth therein, and that the Deponent, together with the second witness above subscribed, witnessed the execution thereof.

Sworn to before me this _____ day of _____, 20_____.

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: July 20, 2021
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE [Brief Statement]:

2021 Edward Byrne Memorial JAG Grant Notification

BACKGROUND DESCRIPTION:

Oconee County Sheriff's Department may receive an allocation of \$13,382.00 from the Bureau of Justice Assistance. The grant program requires the notification of intent be made available for the County Council and the public to review and comment on the proposed use of funds. The Sheriff's Department plans to use the funds from this program to purchase 5 tasers.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

Comments should be directed to Chief Deputy Kevin Davis at 864-638-4118 or in writing to the Oconee County Sheriff's Department.

FINANCIAL IMPACT [Brief Statement]:

_____ Any overage will be taken from the Sheriff's Department capital equipment line item.

Approved by : _____ Finance

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / **No**

If yes, who is matching and how much:

Approved by : Klar Grants

ATTACHMENTS

Public Notice

STAFF RECOMMENDATION [Brief Statement]:

No action needed.

Submitted or Prepared By:


Department Head/Elected Official

Approved for Submittal to Council:


Amanda Brock, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

Public Notice

The County of Oconee may receive \$13,382.00 from the 2021 Edward Byrne Memorial Justice Assistance Grant program, administered by the U.S. Bureau of Justice Assistance, Office of Justice Programs.

The purpose of this program is to assist local units of government in reducing crime and improving public safety through grants that increase resources available to law enforcement agencies. The Oconee County Sheriff's Office intends to use the funds, which do not require county match money, to purchase:

- 5 TASERS

If anyone wishes to make recommendations or comments about how these funds should be spent, please contact the Sheriff's Office in one of the following ways:

Call Chief Deputy Kevin Davis at (864) 638-4118 or write to:

Chief Deputy Kevin Davis
Oconee County Sheriff's Office
415 S. Pine Street
Walhalla, SC 29691

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Edward Byrne Justice Assistance Grant Program FY 2021 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2021 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

John A. Elliott
Signature of Chief Executive of the Applicant Unit of
Local Government

John Elliott
Printed Name of Chief Executive

Oconee County
Name of Applicant Unit of Local Government

07.20.2021
Date of Certification

Council Chairman
Title of Chief Executive

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: July 20, 2021

ITEM TITLE:

Title: 2017 Hyundai HX480L Excavator

Department: Rock Quarry

Amount: \$184,386.00

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2021-2022 budget process.
Budget: **\$567,000.00**

Project Cost: **\$184,386.00**

Finance Approval: *Sadale Price*
Balance: \$ 382,614.00

BACKGROUND DESCRIPTION:

This purchase is for a Used 2017 Hyundai HX480L Excavator with approximately 3,013 hours as of July 8, 2021. This equipment is currently rented and in use at the Rock Quarry, so the hours increase daily. This equipment is primarily used for aiding in the manufacturing and loading of all rip rap and boulder products (6 products total).

In March of 2021 the Rock Quarry experienced major failure of the swing motor on the 2002 CAT Excavator (900.09). Over the past 3 years, this piece of equipment has had numerous breakdowns and the County has spent approximately \$80,000.00 in repairs over that time frame. Rock Quarry staff recommended no more repairs on this machine since it was in the 2021-2022 budget for replacement. On March 8, 2021 the County issued a purchase order to National Equipment Dealers, LLC dba as May-RHI, LLC for a 4-month rental of a 2017 Hyundai HX480 with 2,751 hours. This machine is equipped with Rockland Thumb, 66" Severe Duty Rockland Bucket and 72" Standard Duty Bucket. May-RHI has offered to sell this piece of equipment, with attachments, to the County for \$239,786.00 and applying \$30,400.00, 80% of the amount paid for the rental, to the purchase price. May-RHI has also offered to take the following equipment in as trade-ins:

- 2002 Terex TR40 Back dump with 11,746 hours.
\$5,000.00 Trade-In Allowance
Condition is Fair/Poor. This machine has an extreme exhaust leak, which seeps into the cabin making the machine unsafe to use without a major repair. It also has one flat tire. The machine is permanently out of service and has been replaced by a newer machine.
- 1991 Military Lull with 1420 on the hour meter. The meter has turned over twice for a total of 21,420 hours.
\$5,000.00 Trade-In Allowance
Condition is Fair. This machine has damaged on the right rear and would not stand up to MSHA safety requirements. The machine is permanently out of service and has been replaced with a newer machine.
- 2000 Terex TR35 Water Truck with 6,411 hours showing on the hour meter. Due to a broken gear in the hour meter it was changed with 7,600 hours showing. This makes the total hours on this machine 14,011.
\$5,000.00 Trade-In Allowance.
Condition is Fair/Poor. This machine had a pump failure rendering the sprayers useless without a (roughly) \$10k repair. The machine runs as it should. We have had intermittent problems with the brakes, and was the last piece of heavy equipment with air brakes; therefore, staff made the decision to replace the machine. This machine is permanently out of service and has been replaced with a newer machine.

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

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- 2001 Liebherr Shovel Hours are unknown. This machine has not been started in approximately 2 years; therefore, the batteries are dead and would have to be replaced in order to start the machine. The hour meter is digital and cannot be read without starting the machine. The hours recorded at the last service was 14,981.

\$5,000.00 Trade-In Allowance.

Condition is Poor. This machine has not been in use in a production environment for more than 8 years, that we are aware of. When it was last in production it would lose approximately 50 gallons of fluids per day due to leaking cylinders and hoses. The hoses and cylinders would have to be removed or replaced. Due to the lack of available parts, fluid leaks and unknown issues staff recommended removing this equipment from operation.

- 2002 Cat Excavator with 13,316 hours

\$5,000.00 Trade-In Allowance.

Conditions is Poor. This machine has a pump failure, which is mixing oil and hydraulic fluid. The repair would cost approximately \$50k to fix. The Rock Quarry has spent \$80,835 in the past 3 years on breakdowns. This machine has a market value of roughly \$60k in good working condition, which it is not. Rock Quarry staff is recommending permanently removing this equipment from service. This request to purchase the 2017 Hyundai X480L will replace this piece of equipment.

Staff obtained pricing on 3 additional pieces of used equipment and the price for a New Hyundai HX480AL Excavator.

- 2017 Hyundai HX480L, 2,200 Hours, \$315,000.00, located in Houston, Texas
- 2018 Hyundai HX480L, 5,147 Hours, \$170,000.00 located in Houston, Texas
This equipment is not equipped with a Thumb or Severe Duty Bucket (estimated \$30,000.00 additional to add).
Due the additional cost for time and travel to inspect the machine and the additional cost for the attachments, staff ruled this machine out.
- 2019 Hyundai HX480L, 872 Hours, \$299,000.00 located in Saugerties, New York
- NEW Hyundai HX480AL Excavator \$385,044.00

SPECIAL CONSIDERATIONS OR CONCERNS:

The Rock Quarry is currently renting this piece of equipment and National Equipment Dealers, LLC dba as May-RHI, LLC is allowing 80% (\$30,400.00) of the amount paid for the rental to be applied to the purchase.

National Equipment Dealers, LLC, dba as May-RHI, LLC, has offered a trade in amount of \$25,000.00 (\$5,000.00 each) for the pieces of equipment listed above. If either piece of equipment sells for more than \$5,000.00 each, May-RHI will provide a credit to the County for 40% of anything above the \$5,000.00.

ATTACHMENT(S):

1. National Equipment Dealers, LLC dba as May-RHI, LLC Quote for Used
2. Pictures of Used 2017 Hyundai HX480L Excavator (4)
3. National Equipment Dealers, LLC dba as May-RHI, LLC Quote for New
4. Used Equipment Quotes (3)
5. Pricing and Information Spreadsheet
6. Department Letter for Used Equipment

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

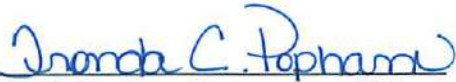
A calendar with due dates marked may be obtained from the Clerk to Council.

STAFF RECOMMENDATION:

It is the staff's recommendation that Council;

1. Approve the purchase of a 2017 Hyundai HX480L Excavator from National Equipment Dealers, LLC dba as May-RHI, LLC in the amount of \$184,386.00.
2. Approve the trade-in for the machines / equipment listed above.

Submitted or Prepared By:



Tronda C. Popham, Procurement Director

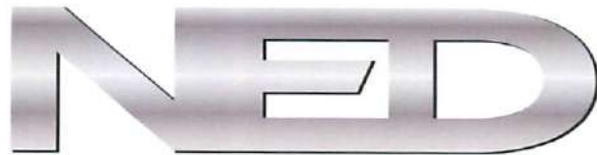
Approved for Submittal to Council:



Amanda F. Brock, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.



NATIONAL EQUIPMENT DEALERS, LLC.

Quotation / Order
July 6, 2021

County of Oconee
Mr Thom Moxley

Thank you for this opportunity. We would like to offer you the following for your purchase consideration. If you have any questions please do not hesitate to contact us.

USED 2017 Hyundai HX480L Excavator U# 2419
-Current Hours: 3,013 Approximate as of 7/8

- Scania DC13 084A Tier 4 Final,424 HP Diesel Engine
- 23'2" Boom and 11'1" Arm
- Pilot-Operated Adjustable Joystick
- Automatic Swing Brake and Boom/Arm Holding Systems
- Intelligent Power Control (IPC) 3-Power, 2-Work, 1-User Modes
- Variable Power and Pump Flow Controls
- Attachment Mode Flow Control
- Engine Auto Idle and Electronic Fan Control
- 32" Triple Grouser Shoes with Track Rail Guard
- Pattern Change Valve (SAE and ISO)
- 72" Standard Duty Bucket
- NEW 66" Rockland Severe Duty Bucket and Fixed Thumb to Match
- Double Acting Piping Kit Standard
- Operating Weight: 112,520 Lbs
- All Weather Steel ROPS Cab with 360° Visibility
- Heating, Air Conditioning and Defroster
- Adjustable Air Suspension Seat with Heater and Seat Belt
- Centralized Monitoring with Diagnostics on 8" LCD Display
- Radio / USB Player
- Cabin Lights, 4 Front Working Lights, Dual Boom Lights
- Battery Master Switch
- AAVM 360 Degree Camera and Motion System
- Three Outside Rearview Mirrors
- Hi-mate Remote Management System for 5 Years
- No Remaining Factory Warranty but Extended can be purchased

Purchase Price: \$ 204,600.00
 (\$ 30,400.00) Rent Applied for 4 months at 80%
 \$ 10,000.00 Installed Rockland Thumb
 \$ 21,186.00 66" Severe Duty Rockland Bucket
 \$ 4,000.00 72" Standard Duty Bucket
 \$ 209,386.00 SUBTOTAL

POTENTIAL TRADES:

- ___ \$ 5,000.00 2000 Terex TR35
- ___ \$ 5,000.00 2002 Terex TR40
- ___ \$ 5,000.00 2003 CAT 345B
- ___ \$ 5,000.00 2001 Liebherr R974BHD
- ___ \$ 5,000.00 Military Lull 10K

PLUS 60 (May RHI) / 40 (Oconee County) Split of all NET PROFIT beyond \$5,000/Unit when sold - given in Account Credit

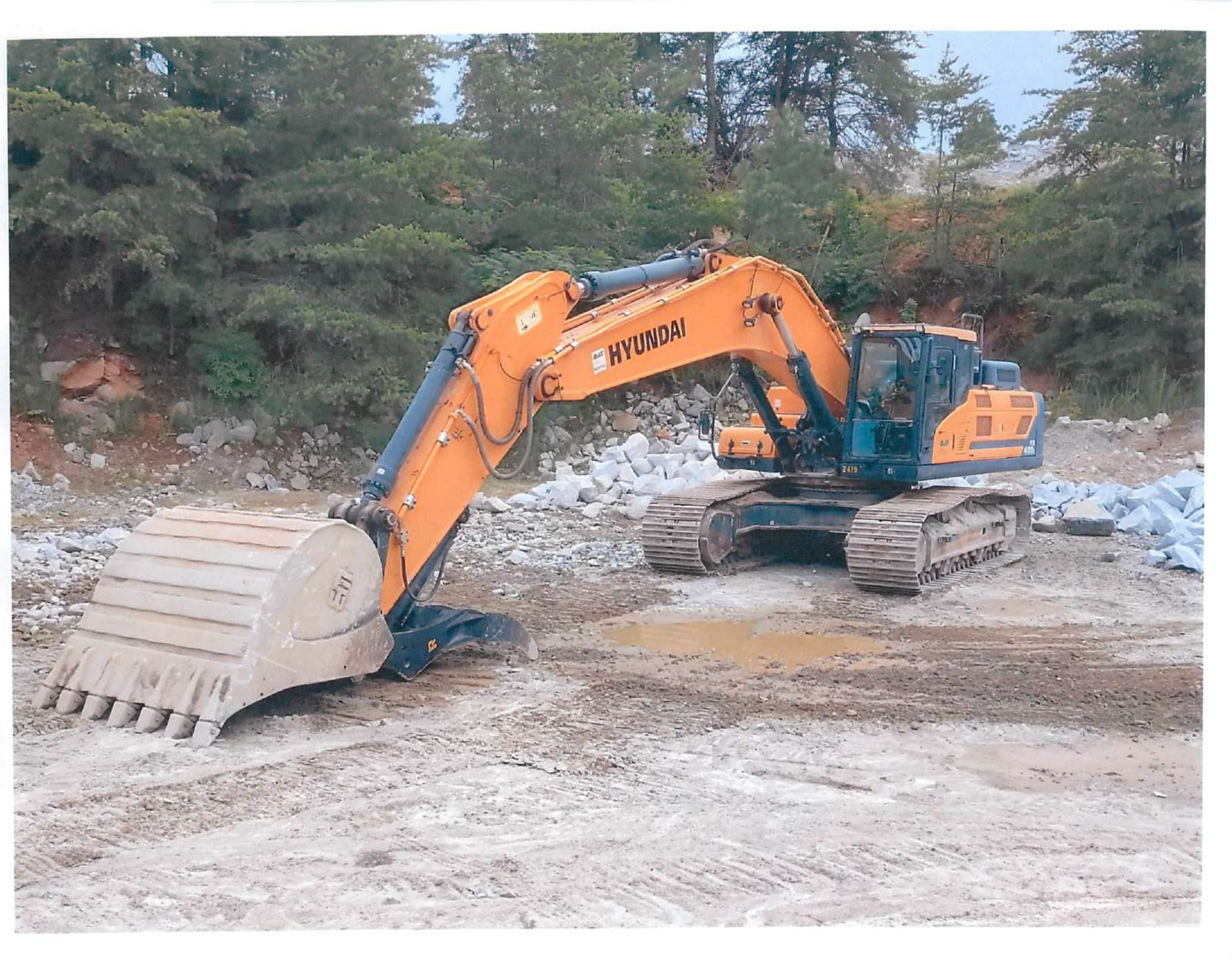
CUSTOMER SIGNATURE

DATE

National Equipment Dealers, LLC dba May/RHI

PURCHASE ORDER #











2419



HYUNDAI

2017 HYUNDAI HX480L For Sale In Houston, Texas



For Sale Price: \$315,000

Contact Information

FOUR SEASONS EQUIPMENT INC

📍 [Houston, Texas 77269](#)

📞 [Phone: \(281\) 807-9777](#)

[Video Chat With This Dealer](#)

👤 [Contact: Kenneth Tysinger](#)



Description

Machine is equipped with Lincoln Auto Lube

Specifications

Year	2017	Manufacturer	HYUNDAI
Model	HX480L	Serial Number	HKB01LH000063
Condition	Used	Hours	2200
Operating Weight	113,000 lb	Auxillary Hydraulics	Yes
Stock Number	T5096		

2018 HYUNDAI HX480L For Sale In Houston, Texas

For Sale Price: \$170,000



Contact Information

De Lage Landen Financial Services, Inc.

📍 Houston, Texas 77017

📞 Phone: (267) 896-1819

📱 WhatsApp: @Message

Video Chat With This Dealer

👤 Contact: Jose Cortina



Description

2018 HYUNDAI HX480L

- General Purpose Boom
- 134" Stick

- 72" Bucket
- 800MM Track Pad Width

Specifications

Year	2018	Manufacturer	HYUNDAI
Model	HX480L	Serial Number	HKB01KJ0000093
Condition	Used	Hours	5147
Horsepower	424 HP	Bucket Capacity	0.04 cu ft
A/C	Yes	Heater	Yes
Engine Manufacturer	Scania	Engine Model	12.7L
ROPS Type	Enclosed	Number of Buckets	1
Stock Number	10189502_2		

2019 HYUNDAI HX480L For Sale In Saugerties, New York



For Sale Price: \$299,000

Contact Information

A. Montano Co, Inc.

9 Saugerties, New York 12477

Phone: (845) 644-7006

Video Chat With This Dealer

Contact: Kevin Knaust



Description

11'1" Stick, 32" Pads, Double Aux, 4 Camera, Pattern Changer, Hyd. Coupler, 20,282 Lb. Counterweight

Specifications

Year	2019	Manufacturer	HYUNDAI
Model	HX480L	Serial Number	0000128
Condition	Used	Hours	872
ROPS Type	Enclosed	Stock Number	3HY128

Pricing for 2017 Used Hyundai HX480L Excavator	
Hours 3,013 as of 7/8/2021	
Description	Cost
Excavator	\$204,600.00
Rockland Thumb	\$10,000.00
66" Sever Duty Rockland Bucket	\$21,186.00
72" Standard Duty Bucket	\$4,000.00
	\$239,786.00
Less 80% of Rent Paid	-\$30,400.00
Less Trade-In (5 pieces)	-\$25,000.00
Grand Total	\$184,386.00

New Hyundai HX480AL Excavator	
Description	Cost
Excavator with attachments	\$385,044.00
Less Trade-In (5 pieces)	-\$25,000.00
Grand Total	\$360,044.00

Used Comparisions			
	Hours	Location	Cost
2017 Hyundai HX480L	2,200	Houston, TX	\$315,000.00
2018 Hyundai HX480L No Thumb or Sever Duty Bucket Estimated at \$30,000.00 to add	5,147	Houston TX,	\$170,000.00
2019 Hyundai HX480L	872	Saugerties, NY	\$299,000.00

Oconee County
Quarry

Billy Buchanan
Assistant Manager

Oconee County Quarry
686 Rock Crusher Road
Walhalla, SC 29691

Phone: 864-638-4214
Cell: 864-280-1823
Fax: 864-638-4215

E-mail:
bbuchanan@oconeesc.com



MEMORANDUM

Date: July 6, 2021
To: Procurement
From: Billy Buchanan
Subject: Excavator Purchase

Dear Tronda,

In February 2021 we had a major failure of our 2002 Cat Excavator (900.09). We rented a 2017 Hyundai HX480L from May Heavy Equipment in early March so we would be able to continue to manufacture and sell Rip Rap and Boulders. Six of our products are directly impacted by this machine.

The 2002 Cat Excavator is set to be replaced in the 2021-2022 budget year. We now have the opportunity to purchase the 2017 Hyundai HX480L with a partial credit for the money we have paid for the rental contract. The Hyundai has also been retrofitted to better suit the needs at the quarry, namely by upgrading to a severe duty bucket and the addition of a heavy duty hydraulic thumb. These are not standard features and add approximately \$30,000 to the cost over a base unit

We recommend the purchase of the 2017 Hyundai HX480L for use at the Oconee Quarry. It is a proven commodity, as it is already in use and doing the job well. We also recommend the purchase of the standard original bucket with the excavator, as this would allow us to continue to use the machine during the annual relining and wear plate replacement of the severe duty bucket.

Thanks,

Billy Buchanan

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: July 20, 2021

ITEM TITLE:

Title: Change Order #1, PO # 53793 W.K. Dickson Work Authorization # 3 Amendment No. 1

Department(s): Airport

Amount: FAA 90% \$ 127,431.90

State 5% \$ 7,079.55

County 5% \$ 7,079.55

Total Change Order: \$ 141,591.00

Original PO Amount: \$ 137,000.00

Purchase Order Total: \$278,591.00

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2021-2022 budget process.

Budget: **\$141,591.00** Project Cost: **\$141,591.00** Balance: **\$0.00**

(AIP) Project No. 3-45-0016-025-2019

Finance Approval: *Dudale Price*

Project Totals (AIP 25)

FAA 90%: \$250,731.90

State 5%: \$ 13,929.55

County 5%: \$ 13,929.55

Total: \$278,591.00

BACKGROUND DESCRIPTION:

Oconee County, the FAA and the SCAC have worked in conjunction for many years for the continued improvement of the Oconee County Regional Airport, including, but not limited to, for the following projects:

- On November 15, 2016, Council approved the award of RFP 16-07 for Professional Engineer and Consulting Services for the Oconee County Airport to W.K. Dickson & Company, Inc., of Columbia SC for a five-year term for services, as needed; and
- On July 17, 2018 Council approved the Federal Aviation Administration (FAA) Grant Offer for the Airport Improvement Program (AIP) Project No. 3-45-0016-024-2018 in the amount of \$671,220 for Land Acquisition, Relocation and Terminal Apron Expansion - Design Only; and
- On August 21, 2018, Council approved Work Authorization #2, in the amount of \$498,500.00, to W.K. Dickson for engineering, surveying, and design phase services for the removal and relocation of Nebo Church Road off the Runway 7 end of the airport and for the West Terminal Apron Expansion and;
- On September 3, 2019 Council approved the Federal Aviation Administration (FAA) Grant Offer for the Airport Improvement Program (AIP) Project No. 3-45-0016-025-2019 in the amount of \$1,086,721.00 for the Nebo Road Church Relocation Project and committed approximately \$60,374.00 in matching funds.
- On January 21, 2020 County Council Approved Work Authorization # 3 which includes professional services for construction administration (CA) and construction observation (CO) for the relocation of Nebo Church Road. In the amount of 137,000.00 (FAA 90%: \$123,300.00, State 5%: \$6,850.00 and County: \$6,850.00).

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

- Request Council Approval for Change Order 1 / Work Authorization #3 Amendment No. 1 in the amount of \$141,591.00 (FAA 90%: 127,431.90, State 5%: \$7,079.55 and County 5%: \$7,079.55).

Due to weather related (tornado) work stoppages and weather impact days, changes in construction scope due to concealed conditions such as buried rubble, utility coordination and utility relocation, and difficulties associated with the COVID-19 pandemic additional Construction Phase Professional Services are required in order to complete the project.

- Request Council approval for the County Administrator to approve and execute additional change orders to this purchase order as long as FAA approval has been obtained and matching funds are available. This will allow the project to move forward without delays for additional approval requests.

SPECIAL CONSIDERATIONS OR CONCERNS:

Additional Funding Requests have been submitted to the Federal Aviation Administration (FAA) Airport Improvement Program Project No. 3-45-0016-025-2019. This approval is pending FAA approval.

ATTACHMENT(S):

1. W.K. Dickson Letter RE: Work Authorization Amendments
2. Work Authorization #3 Amendment No. 1 W.K. Dickson & Co., Inc.
3. Cost tabulation for Work Authorization #3

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve

1. Approve Change Order #1, PO# 53793 Work Authorization #3 Amendment No.1, in the amount of \$141,591.00, purchase order total \$278,591.00 to W.K Dickson & Co., Inc. for professional services for construction administration (CA) and construction observation (CO) for the relocation of Nebo Church Road.
2. Authorize the County Administrator to approve and execute any additional change orders to purchase order #53793, as long as approval from the FAA has been obtained and matching funds are available.

Submitted or Prepared By: Tronda C. Popham
Tronda C. Popham, Procurement Director

Approved for Submittal to Council:

Amanda F. Brock
Amanda F. Brock, County Administrator

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July 12, 2021

Mr. Jeff Garrison
Oconee County Regional Airport
365 Airport Road
Seneca, SC 29678

**Re: Oconee County Regional Airport
Nebo Church Road Relocation and West Apron Expansion Project
AIP Grants 3-45-0016-025-2019, 3-45-0016-026-2019, 3-45-0016-027-2020,
WKD No. 20190611.00.CA, 20190612.00.CA, 20200161.00.CA
Work Authorization Amendments**

Dear Jeff,

Please find attached for your review the proposed work authorization amendments for construction phase professional services associated with the Nebo Church Road Relocation and West Apron Expansion Construction project. The attached amendments outline the additional construction phase services that have been requested beyond what was previously defined in Work Authorizations 3,5 and 6.

These amendments define the scope of continued construction phase services through the estimated completion of this ongoing construction project. The actual project schedule has extended well beyond what was originally anticipated due to multiple factors.

Schedule impacts have included weather related (tornado) work stoppages and weather impact days, change order work to address concealed conditions such as buried rubble, utility coordination and utility relocation. The project general contractor has also submitted notification that their progress has been impacted by difficulties associated with the ongoing COVID-19 pandemic.

720 Corporate Center Drive
Raleigh, NC 27607
Tel. 919.782.0495
Fax 919.782.9672
www.wkdickson.com

Aviation • Water Resources • Urban Development • Geomatics

To recap the logistics of this project: the Nebo Church Road Relocation and West Apron Expansion project is being constructed through one construction contract held with J. Davis Construction. The contract consists of three separate schedule of values which align with three separate Airport Improvement Program (AIP) grants provided by the FAA. The construction phase services provided by WK Dickson are also defined by three work authorizations that align with each respective AIP grant and contract work schedule of values.

Construction phase work authorizations for professional services were developed based on the requested services and an assumed duration of construction based on reasonable construction time for the design barring any unforeseen issues. The budget and estimated duration are summarized in the table below.

Table 1: Professional Services Work Authorizations

Work Authorizations (WA)	Grant No.	Budget	Estimated Construction Duration
WA#3 Nebo Church Road Relocation	25	\$137,000.00	90
WA#5 West Apron Expansion, Site Prep.	26	\$222,000.00	110
WA#6 West Apron Expansion Paving	27	\$98,700.00	60
	Totals	\$457,700.00	170*

*Total Duration reflects WA#3 and WA#5 executed concurrently.

Notice to proceed (NTP) for construction was issued to J. Davis Construction on March 9, 2020 and reflected a total project duration of 245 days, with a project completion date of November 9, 2020. Eight (8) change orders to the construction contract have been prepared to define additional work and associated schedule impacts to the project. As a result of the change orders the expected final duration of construction is 550 days.

The work authorization amendments have been prepared to reflect an updated construction duration of 550 Days based on an estimated construction completion date of September 10, 2021. A summary of the construction contract change orders and associated project duration is shown below in Table 2.

Table 2: Construction Contract Change Order Summary

Contract Dates	Start Date	Duration	Finish Date
Signed Contract	n/a	235	n/a
Change Order #1 (-35 Days)	n/a	200	n/a
Notice to Proceed	3/9/2020	200	9/25/2020
Change Order #2 (+ 45 Days) Adds Apron Paving	3/9/2020	245	11/9/2020
Change Order #3 (+42 Days) - Waterline and Tornado Clean up	3/9/2020	287	12/21/2020
Change Order #4 (+8 days) - Hangar Roof Drains	3/9/2020	295	12/29/2020
Change Order #5 (+64 Days) Septic Tank Relocation	3/9/202	359	3/3/2021
Change Order #6 (+144 Days) Nebo Church Rd. drainage and Erosion Control Improvements	3/9/2020	503	7/25/2021
Change Order #7 (+5 days) Apron Paving	3/9/2020	508	7/30/2021
Change Order #8 (+42 days) Rubble Removal & Pond Inlet	3/9/2020	550	9/10/2021

Although the actual construction schedule has extended beyond what is defined in the original work authorizations, professional services were managed to utilize the existing budget as much as possible. The original budget was utilized from March 2020 through February 2021, roughly double the duration that the budget was based on. This was made possible because some professional services were not needed throughout the entire schedule extension due to a weather-related work stoppage and other inclement weather.

To complete the construction administration services for this project as required by FAA standards, as noted in the construction contract documents, and for the remaining construction duration as report by the general contractor, the attached amendments have been prepared for your review. A summary of the proposed amendment budget for each project element is shown below in Table 3.

Table 3: Work Authorizations, Amendment-1 Summary

Project Element	Existing Work Authorization	Amendment-1	Amended Total
WA#3 Nebo Church Road Relocation	\$137,000	\$141,591	\$278,591
WA#5 West Apron Expansion Site Work	\$222,000	\$44,508	\$266,508
WA#6 West Apron Expansion Paving	\$98,700	\$169,613	\$268,313
Total	\$457,700	\$355,712	\$813,412

**WORK AUTHORIZATION #3
AMENDMENT-1
(Additional Construction Phase Services)**

July 12, 2021

IN ACCORDANCE WITH
GENERAL SERVICES AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN OWNER AND CONSULTANT (RFQ# 16-03, RFP# 16-07)

Dated: November 17, 2016

**RELOCATE NEBO CHURCH ROAD
CONSTRUCTION ADMINISTRATION and CONSTRUCTION OBSERVATION (CA/CO)**

FAA AIP# 3-45-0016-025-2019
Oconee County Regional Airport (CEU), Seneca, South Carolina

This Work Authorization Amendment, made and entered into this ____ day of _____, 2021,
by and between the OWNER:

Oconee County
415 South Pine Street
Walhalla, South Carolina 29691

and the CONSULTANT:

W.K. Dickson & Co., Inc.
1320 Main Street, Suite 400
Columbia, South Carolina 29201

Amends the AGREEMENT executed by and between the parties hereto on the 17th day of November 2016, and Work Authorization #3 dated December 18, 2019 into which this Amendment is hereby incorporated and made a part hereof, to specify the following:

PROJECT OVERVIEW

The OWNER wishes the CONSULTANT to provide construction phase professional engineering services associated with Nebo Church Road Relocation Project. These services have been previously defined in Work Authorization #3 dated December 18, 2019.

This document amends the previously approved Work Authorization #3 and incorporates the following scope revision and additional services that have been requested by the OWNER:

1. Additional Construction Phases Service

Work Authorization #3 defines construction phase services to be provided by the CONSULTANT including project development, construction administration, field surveys, construction observation and quality assurance testing. The project duration established for Work Authorization #3 is 90 consecutive calendar days. The actual construction duration for this project has been extended and is now estimated to be 550 days. Work Authorization #3 Amendment-1 defines extended construction phases services for an additional 460 days.



2. Revision to basis of payment for the quality assurance (QA) testing. The Work Authorization #3 defines the payment terms for QA testing to be Cost +10%. This type of payment method is not allowed for projects funded by FAA Airport Improvement Program (AIP) grants and was included in the previously approved Work Authorization #3. This amendment shall revise this task to be payable on a cost basis, so the cost of this work is grant eligible.

SCOPE OF SERVICES

1. BASIC SERVICES

A. Additional Project Development

The CONSULTANT is to provide the following elements:

- Prepare necessary scope of work and associated task order/work authorization amendment documentation.
- Coordinate, as needed, with the FAA and SCAC.
- Coordinate the preparation and submittal of monthly grant draw requests to the FAA and SCAC with the OWNER.
- Prepare and submit quarterly reports to the FAA.
- Coordinate the preparation and submittal of grant close-out documentation with the OWNER.
- Provide "other" administrative tasks as required to administer the grants.

B. Additional Construction Administration

The CONSULTANT is to provide the following elements:

- Engineering services for contract administration of proposed improvements.
- Conduct periodic construction meetings with two (2) meetings per month accounted for in this scope of work.
- Review and process materials and shop drawing submittals.
- Review and process contractor pay requests and recommend payment to OWNER.
- Review and process requested change orders and make a recommendation to the OWNER.
- Review contractor's project schedule and monitor construction progress.
- Review of certified payroll for compliance with applicable standards
- Conduct a pre-final inspection.
- Prepare and distribute an inspection report and final punch list.
- Conduct a final inspection.
- Review contractor's final pay application & required project close-out documents.
- Provided all punch list items are properly addressed by the contractor, recommend payment of final pay application to the contractor by the OWNER.
- Coordinate the compiling of all required project close-out documentation with the contractor and OWNER; and submit said documentation to FAA/SCAC.

2. SPECIAL SERVICES

A. Additional Field Surveys

The CONSULTANT is to provide surveying services as follows:



- Recording as-built conditions of additional construction elements added to the project through change orders.
- Preparation and recordation of plat for new right of way associated with the relocated Nebo Church Road.

B. Additional Construction Observation (CO) / Resident Project Representative (RPR)

The CONSULTANT is to provide the following elements:

- Provide a part-time representative to perform on-site construction observation of the proposed construction activities (i.e. resident project representative services). Estimated construction completion date results in an additional 460 calendar contract days. Scope of construction observation services for this amendment is based on an estimated additional 8 weeks of CO/RPR at 20 hours per week. Additional CO/RPR services is not needed for the full 550 day extended duration due to weather and other work stoppages. Construction of this project will be done concurrently to the West Apron Expansion Site Preparation project (Grant #26).
- The responsibilities and limitations of the CO/RPR services shall conform to Appendix A of this Work Authorization.
- Prepare periodic, weekly and monthly construction observation reports.
- Review contractor-provided materials and shop drawing submittals.
- Conduct wage rate interviews of contractor and subcontractor personnel.
- Attend periodic construction meetings with two (2) meetings per month are accounted for in this scope of work.
- Review completed pay item quantities with contractor prior to contractor's submittal of a pay request.
- Review requested change orders with the contractor.
- Monitor contractor's project schedule.
- Attend a pre-final inspection.
- Assist with preparation of inspection report and final punch list.
- Attend a final inspection to confirm all punch list items have been addressed.

C. Additional Quality Assurance Testing

The CONSULTANT is to provide quality assurance testing services, including the testing of soils placed as embankment, the aggregate base course, and the asphalt/concrete pavement associated with the proposed roadway and earthmoving construction. Services also include:

- Weekly CEPSCI inspections and reports.
- Weekly erosion control reports.

This amendment also changes the existing QA testing task for this work authorization to a "Cost" basis of payment.



BASIS OF COMPENSATION

1. **BASIC SERVICES**

A.	Additional Project Development	Hourly, Estimated	\$19,530.00
B.	Additional Construction Admin.	Hourly, Estimated	\$79,625.00
		Basic Services Subtotal	\$99,155.00

2. **SPECIAL SERVICES**

A.	Additional Field Surveys	Cost	\$9,950.00
B.	Add. Construction Observation/RPR	Hourly, estimated	\$27,486.00
C.	Additional Quality Assurance Testing	Cost	\$5,000.00
		Special Services Subtotal	\$42,436.00

WORK AUTHORIZATION #3, AMENDMENT-1 TOTAL \$ 141,591.00

ADDITIONAL SERVICES

The OWNER shall pay the CONSULTANT for additional services, which are not specifically called for in the above Scope of Services, in accordance with the CONSULTANT'S rate schedule in effect at the time; and will be subject to prior approval by the OWNER.

PROJECT SCHEDULE

CONSULTANT shall begin work immediately upon receipt of a Notice to Proceed (NTP) from the OWNER.

This work is eligible for participation by the Federal Aviation Administration (FAA) and the South Carolina Aeronautics Commission (SCAC). Grant assistance is included in the Project Development phase.



IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the date and year first written above.

OWNER: Oconee County, SC

CONSULTANT: W.K. Dickson & Co., Inc.

By: _____
Amanda F. Brock
Administrator

By: _____
Terry A. Macaluso, P.E.
Vice President

Date: _____

Date: _____



HOURLY COST ESTIMATE

Nebo Church Road Relocation (AIP 3-46-0016-026-2019)
 WA#3 Amendment-1, Additional Construction Phase Services
 Oconee County (CEU) Airport – Seneca, SC

7/12/2021

DESCRIPTION	PRIN HOURS	SR PROJECT MANAGER HOURS	PM/Tech. Manager HOURS	PROJECT ENGINEER HOURS	Civil Designer HOURS	RESIDENT PROJECT REPRESENTATIVE	ADMINISTRATIVE ASSISTANT HOURS	TOTAL LABOR COST
Hourly Rate	\$250.06	\$215.85	\$200.53	\$155.53	\$115.97	\$99.13	\$87.88	
I. Basic Services								
A. 2. Additional Project Development (additional 460 days)								
Prepare Scope/Work Authorization Amendment	1		12					2,656.42
Coordination with FAA and SCAC			22					4,411.66
Monthly Grant Draw Requests to the FAA and SCAC			24				10	5,691.32
Quarterly Reporting to the FAA			12				12	3,480.66
Grant Close-Out Documentation and Submittal	1		10				12	3,309.66
Total Hours	2	0	60	0	0		34	
							Task Subtotal	19,529.75
B. Contract Administration (additional 460 days)								
Ongoing Construction Administration		12	40	30				\$15,280.30
Conduct routine progress meetings (prep, conduct and follow up)		8	40	20				\$12,860.60
Review and process shop drawings			6	18				\$3,693.26
Review and process contractor pay requests			36				10	\$8,087.66
Review and process Change Orders	2	4	20	40				\$11,599.32
Ongoing Review of contractors Schedule			40				8	\$8,724.08
Review of Certified Payroll			4				24	\$2,610.76
Pre-Final Inspection			8	8			4	\$3,200.72
Final Inspection			6	6			4	\$3,200.72
Record Drawings (FAA, SCDHEC)			4	12	30			\$6,178.78
Reimbursable Expenses								
Mileage (Estimated travel for progress meetings 5400 Miles @ \$0.56/Mile)								\$3,024.00
Hotel (8 nights at \$95/night)								\$855.00
Total Hours	2	24	206	134	30		60	
							Task Subtotal	\$79,625.22
							Basic Services Subtotal	\$99,154.98
2. Special Services								
A. Field Surveys (Lump Sum)								
							Task Subtotal	\$9,950.00
B. Resident Construction Observation (10 Weeks @ 20 Hours/Week = 200 @ \$99.13/hour)								
						200		\$19,826.00
Hotel 10 weeks @ 4 Nights/Week @ \$95/Night								\$3,800.00
Mileage (10 Weeks @ 350 Miles/Week @ \$0.56/Mile)								\$1,980.00
Per Diem (10 Weeks @ 5 Days/Week = 90 days @ \$38/Day)								\$1,900.00
							Task Subtotal	\$27,486.00
C. Additional Quality Assurance Testing (Estimated)								
							Task Subtotal	\$5,000.00
							Special Services Subtotal	\$42,436.00
							Total	\$141,590.98

W.K. Dickson Work Authorization #3 AIP Grant 3-45-0016-025-2019

	FAA 90%	State 5%	County 5%	Total
Approved by Council on 1/20/20	\$123,300.00	\$6,850.00	\$6,850.00	\$137,000.00
Request Approval for CO 1 WA #3, Amendment No 1	\$127,431.90	\$7,079.55	\$7,079.55	\$141,591.00
Total	\$250,731.90	\$13,929.55	\$13,929.55	\$278,591.00

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: July 20, 2021

ITEM TITLE:

Title: Change Order #1, PO #53794 W.K. Dickson Work Authorization # 5 Amendment No. 1

Department(s): Airport

Amount: FAA 90%	\$ 40,057.20
State 5%	\$ 2,225.40
County 5%	\$ 2,225.40
Total Change Order:	\$ 44,508.00
Original PO Amount:	\$ 222,000.00
Purchase Order Total:	\$ 266,508.00

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2021-2022 budget process.

Finance Approval: *Sadale Price*

Budget: **\$44,508.00** Project Cost: **\$44,508.00** **Balance: \$0.00**

(AIP) Project No. 3-45-0016-026-2019

Project Totals (AIP 26)	
FAA 90%:	\$239,857.20
State 5%:	\$ 13,325.40
County 5%:	\$ 13,325.40
Total:	\$ 266,508.00

BACKGROUND DESCRIPTION:

Oconee County, the FAA and the SCAC have worked in conjunction for many years for the continued improvement of the Oconee County Regional Airport, including, but not limited to, for the following projects:

- On November 15, 2016, Council approved the award of RFP 16-07 for Professional Engineer and Consulting Services for the Oconee County Airport to W.K. Dickson & Company, Inc., of Columbia SC for a five-year term for services, as needed; and
- On July 17, 2018 Council approved the Federal Aviation Administration (FAA) Grant Offer for the Airport Improvement Program (AIP) Project No. 3-45-0016-024-2018 in the amount of \$671,220 for Land Acquisition, Relocation and Terminal Apron Expansion - Design Only; and
- On August 21, 2018, Council approved Work Authorization #2, in the amount of \$498,500.00, to W.K. Dickson for engineering, surveying, and design phase services for the removal and relocation of Nebo Church Road off the Runway 7 end of the airport and for the West Apron Expansion and;
- On September 3, 2019 Council approved the Federal Aviation Administration (FAA) Grant Offer for the Airport Improvement Program (AIP) Project No. 3-45-0016-026-2019 in the amount of \$1,147,784.00 for Expansion of the West Terminal Apron Project (Site prep) and committed approximately \$63,766.00 in matching funds.
- Work Authorization # 5 includes professional services for construction administration (CA) and construction observation (CO) for the Expansion of the West Terminal Apron (Site Prep).
- **Request Council Approval for Change Order 1 / Work Authorization #5 Amendment No. 1 in the amount of \$44,508.00(FAA 90%: \$40,057.20, State 5%: \$2,225.40 and County 5%: \$2,225.40).**

Due to weather related (tornado) work stoppages and weather impact days, changes in construction scope due to concealed conditions such as buried rubble, utility coordination and utility relocation, and difficulties associated with the COVID-19 pandemic additional Construction Phase Professional Services are required in order to complete the project.

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

- Request Council approval for the County Administrator to approve and execute additional change orders to this purchase order as long as FAA approval has been obtained and matching funds are available. This will allow the project to move forward without delays for additional approval requests.

SPECIAL CONSIDERATIONS OR CONCERNS:

The funding for these services was included as part of the Federal Aviation Administration (FAA) Airport Improvement Program Project No. 3-45-0016-026-2019.

ATTACHMENT(S):

1. W.K. Dickson Letter RE: Work Authorization Amendments
2. Work Authorization #5 Amendment No. 1 W.K. Dickson & Co., Inc.
3. Cost Tabulation Work Authorization #5

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve

1. Approve Change Order #1, PO# 53794 Work Authorization #5 Amendment No.1, in the amount of \$44,508.00, purchase order total \$266,508.00 to W.K Dickson & Co., Inc. for professional services for construction administration (CA) and construction observation (CO) for the relocation of Nebo Church Road.
2. Authorize the County Administrator to approve and execute any additional change orders to purchase order #53794, as long as approval from the FAA has been obtained and matching funds are available.

Submitted or Prepared By: Tronda C. Popham
Tronda C. Popham, Procurement Director

Approved for Submittal to Council:

Amanda F. Brock
Amanda F. Brock, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.



July 12, 2021

Mr. Jeff Garrison
Oconee County Regional Airport
365 Airport Road
Seneca, SC 29678

**Re: Oconee County Regional Airport
Nebo Church Road Relocation and West Apron Expansion Project
AIP Grants 3-45-0016-025-2019, 3-45-0016-026-2019, 3-45-0016-027-2020,
WKD No. 20190611.00.CA, 20190612.00.CA, 20200161.00.CA
Work Authorization Amendments**

Dear Jeff,

Please find attached for your review the proposed work authorization amendments for construction phase professional services associated with the Nebo Church Road Relocation and West Apron Expansion Construction project. The attached amendments outline the additional construction phase services that have been requested beyond what was previously defined in Work Authorizations 3,5 and 6.

These amendments define the scope of continued construction phase services through the estimated completion of this ongoing construction project. The actual project schedule has extended well beyond what was originally anticipated due to multiple factors.

Schedule impacts have included weather related (tornado) work stoppages and weather impact days, change order work to address concealed conditions such as buried rubble, utility coordination and utility relocation. The project general contractor has also submitted notification that their progress has been impacted by difficulties associated with the ongoing COVID-19 pandemic.

720 Corporate Center Drive
Raleigh, NC 27607
Tel. 919.782.0495
Fax 919.782.9672
www.wkdickson.com

Aviation • Water Resources • Urban Development • Geomatics

To recap the logistics of this project: the Nebo Church Road Relocation and West Apron Expansion project is being constructed through one construction contract held with J. Davis Construction. The contract consists of three separate schedule of values which align with three separate Airport Improvement Program (AIP) grants provided by the FAA. The construction phase services provided by WK Dickson are also defined by three work authorizations that align with each respective AIP grant and contract work schedule of values.

Construction phase work authorizations for professional services were developed based on the requested services and an assumed duration of construction based on reasonable construction time for the design barring any unforeseen issues. The budget and estimated duration are summarized in the table below.

Table 1: Professional Services Work Authorizations

Work Authorizations (WA)	Grant No.	Budget	Estimated Construction Duration
WA#3 Nebo Church Road Relocation	25	\$137,000.00	90
WA#5 West Apron Expansion, Site Prep.	26	\$222,000.00	110
WA#6 West Apron Expansion Paving	27	\$98,700.00	60
	Totals	\$457,700.00	170*

*Total Duration reflects WA#3 and WA#5 executed concurrently.

Notice to proceed (NTP) for construction was issued to J. Davis Construction on March 9, 2020 and reflected a total project duration of 245 days, with a project completion date of November 9, 2020. Eight (8) change orders to the construction contract have been prepared to define additional work and associated schedule impacts to the project. As a result of the change orders the expected final duration of construction is 550 days.

The work authorization amendments have been prepared to reflect an updated construction duration of 550 Days based on an estimated construction completion date of September 10, 2021. A summary of the construction contract change orders and associated project duration is shown below in Table 2.

Table 2: Construction Contract Change Order Summary

Contract Dates	Start Date	Duration	Finish Date
Signed Contract	n/a	235	n/a
Change Order #1 (-35 Days)	n/a	200	n/a
Notice to Proceed	3/9/2020	200	9/25/2020
Change Order #2 (+ 45 Days) Adds Apron Paving	3/9/2020	245	11/9/2020
Change Order #3 (+42 Days) - Waterline and Tornado Clean up	3/9/2020	287	12/21/2020
Change Order #4 (+8 days) - Hangar Roof Drains	3/9/2020	295	12/29/2020
Change Order #5 (+64 Days) Septic Tank Relocation	3/9/202	359	3/3/2021
Change Order #6 (+144 Days) Nebo Church Rd. drainage and Erosion Control Improvements	3/9/2020	503	7/25/2021
Change Order #7 (+5 days) Apron Paving	3/9/2020	508	7/30/2021
Change Order #8 (+42 days) Rubble Removal & Pond Inlet	3/9/2020	550	9/10/2021

Although the actual construction schedule has extended beyond what is defined in the original work authorizations, professional services were managed to utilize the existing budget as much as possible. The original budget was utilized from March 2020 through February 2021, roughly double the duration that the budget was based on. This was made possible because some professional services were not needed throughout the entire schedule extension due to a weather-related work stoppage and other inclement weather.

To complete the construction administration services for this project as required by FAA standards, as noted in the construction contract documents, and for the remaining construction duration as report by the general contractor, the attached amendments have been prepared for your review. A summary of the proposed amendment budget for each project element is shown below in Table 3.

Table 3: Work Authorizations, Amendment-1 Summary

Project Element	Existing Work Authorization	Amendment-1	Amended Total
WA#3 Nebo Church Road Relocation	\$137,000	\$141,591	\$278,591
WA#5 West Apron Expansion Site Work	\$222,000	\$44,508	\$266,508
WA#6 West Apron Expansion Paving	\$98,700	\$169,613	\$268,313
Total	\$457,700	\$355,712	\$813,412

Mr. Jeff Garrison
July 12, 2021
Page 4

Unless you direct us otherwise, WK Dickson will continue to provide extended services for this ongoing construction project as efficiently as possible, while the attached amendments are reviewed and considered for approval. Moving forward we will also provide cost summaries and budget updates of our services at least monthly throughout the end of the project.

Going forth our efforts will be billed hourly and shown under a sperate "additional" construction phase services line item on the monthly invoices. This will be provided so the costs incurred due to the project schedule extension may be tracked separately. Please note that these additional services may not be reimbursed through the FAA grant until the attached amendments are approved by the county, FAA, and SCAC and formally added to the project grants.

If you have any questions or need any other information to complete your review of the attached amendments, please do not hesitate to call.

Sincerely,
W.K. Dickson & Co., Inc.



Jason P. Kennedy, PE
Project Manger

Enclosures

**WORK AUTHORIZATION #5
AMENDMENT-1
(Additional Construction Phase Services)**

July 12, 2021

IN ACCORDANCE WITH
GENERAL SERVICES AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN OWNER AND CONSULTANT (RFQ# 16-03, RFP# 16-07)
Dated: November 17, 2016

EXPAND WEST TERMINAL APRON-SITE PREP ONLY
CONSTRUCTION ADMINISTRATION and CONSTRUCTION OBSERVATION (CA/CO)

FAA AIP# 3-45-0016-026-2019
Oconee County Regional Airport (CEU), Seneca, South Carolina

This Work Authorization Amendment, made and entered into this ____ day of _____, 2021,
by and between the OWNER:

Oconee County
415 South Pine Street
Walhalla, South Carolina 29691

and the CONSULTANT:

W.K. Dickson & Co., Inc.
1320 Main Street, Suite 400
Columbia, South Carolina 29201

Amends the AGREEMENT executed by and between the parties hereto on the 17th day of November 2016, and Work Authorization #5 dated December 18, 2019 into which this Amendment is hereby incorporated and made a part hereof, to specify the following:

PROJECT OVERVIEW

The OWNER wishes the CONSULTANT to provide construction phase professional engineering services associated with Expand Wet Terminal Apron Site Preparation Project. These services have been previously defined in Work Authorization #5 dated December 18, 2019.

This document amends the previously approved Work Authorization #5 and incorporates the following scope revision and additional services that have been requested by the OWNER:

1. Additional Construction Phases Service

Work Authorization #5 defines construction phase services to be provided by the CONSULTANT including project development, construction administration, field surveys, construction observation and quality assurance testing. The project duration established for Work Authorization #5 is 110 consecutive calendar days running concurrently with the Nebo Church Road Relocation Project (Grant #25). The actual construction duration for this project has been extended and is now estimated to be 550 days. Work Authorization #5



Amendment-1 defines extended construction phases services for an additional 440 days.

2. Revision to basis of payment for the quality assurance (QA) testing. The Work Authorization #5 defined the payment terms for QA testing to be Cost +10%. This type of payment method is not allowed for projects funded by FAA Airport Improvement Program (AIP) grants and was included in the previously approved Work Authorization #5. This amendment shall revise this task to be payable on a cost basis, so the cost of this work is grant eligible.

SCOPE OF SERVICES

1. BASIC SERVICES

A. Additional Project Development

The CONSULTANT is to provide the following elements:

- Prepare necessary scope of work and associated task order/work authorization amendment documentation.
- Coordinate, as needed, with the FAA and SCAC.
- Coordinate the preparation and submittal of monthly grant draw requests to the FAA and SCAC with the OWNER.
- Prepare and submit quarterly reports to the FAA.
- Coordinate the preparation and submittal of grant close-out documentation with the OWNER.
- Provide "other" administrative tasks as required to administer the grants.

B. Additional Construction Administration

The CONSULTANT is to provide the following elements:

- Engineering services for contract administration of proposed improvements.
- Conduct periodic construction meetings with two (2) meetings per month accounted for in this scope of work.
- Review and process materials and shop drawing submittals.
- Review and process contractor pay requests and recommend payment to OWNER.
- Review and process requested change orders and make a recommendation to the OWNER.
- Review contractor's project schedule and monitor construction progress.
- Review of certified payroll for compliance with applicable standards
- Conduct a pre-final inspection.
- Prepare and distribute an inspection report and final punch list.
- Conduct a final inspection.
- Review contractor's final pay application & required project close-out documents.
- Provided all punch list items are properly addressed by the contractor, recommend payment of final pay application to the contractor by the OWNER.
- Coordinate the compiling of all required project close-out documentation with the contractor and OWNER; and submit said documentation to FAA/SCAC.



2. SPECIAL SERVICES

A. Additional Field Survey

The CONSULTANT shall provide additional field survey to record additional work elements added to the project through change orders approved by the OWNER. Additional elements include hangar roof drains, existing septic tank relocation, and additional clearing, grading and erosion control measures near Pond #4.

B. Additional Construction Observation (CO) / Resident Project Representative (RPR)

The CONSULTANT is to provide the following elements:

- Provide a part-time representative to perform on-site construction observation of the proposed construction activities (i.e. resident project representative services). Estimated construction completion date results in an additional 440 of contract days. Scope of construction observation services for this amendment is based on an additional 10 weeks of CO/RPR at 30 hours per week. Additional CO/RPR services is not needed for the full 440 day extended duration due to weather and other work stoppages. Construction of this project will be done concurrently to the Nebo Church Road Relocation Project (Grant #25).
- The responsibilities and limitations of the CO/RPR services shall conform to Appendix A of this Work Authorization.
- Prepare daily construction observation reports.
- Review contractor-provided materials and shop drawing submittals.
- Conduct wage rate interviews of contractor and subcontractor personnel.
- Attend periodic construction meetings with two (2) meetings per month are accounted for in this scope of work.
- Review completed pay item quantities with contractor prior to contractor's submittal of a pay request.
- Review requested change orders with the contractor.
- Monitor contractor's project schedule.
- Attend a pre-final inspection.
- Assist with preparation of inspection report and final punch list.
- Attend a final inspection to confirm all punch list items have been addressed.

B. Additional Quality Assurance Testing

The CONSULTANT is to provide quality assurance testing services, including the testing of soils placed as embankment for the extended duration. Services also include:

- Weekly CEPSCI inspections and reports.
- Weekly erosion control reports.

Previously approved fee for this service is adequate for the additional testing. This amendment changes the existing QA testing task for this work authorization to a "Cost" basis of payment and reduces the QA testing budget as noted below. This amendment also reduces the budget for QA testing to reflect estimated final cost for this work item.

BASIS OF COMPENSATION



1. BASIC SERVICES

A.	Additional Project Development	Hourly, Estimated	\$14,467.00
B.	Additional Construction Admin.	Hourly, Estimated	\$19,652.00
		Basic Services Subtotal	\$34,119.00

2. SPECIAL SERVICES

A.	Additional Field Surveys	Lump Sum	\$3,000.00
B.	Add. Construction Observation/RPR	Hourly, estimated	\$29,739.00
C.	QA Testing (Budget Reduction)	Cost	-\$22,350.00
	(New QA budget: \$43,350- \$22,350 = \$21,000)		
		Special Services Subtotal	\$10,398.00

WORK AUTHORIZATION #5, AMENDMENT-1 TOTAL \$ 44,508.00

ADDITIONAL SERVICES

The OWNER shall pay the CONSULTANT for additional services, which are not specifically called for in the above Scope of Services, in accordance with the CONSULTANT'S rate schedule in effect at the time; and will be subject to prior approval by the OWNER.

PROJECT SCHEDULE

CONSULTANT shall begin work immediately upon receipt of a Notice to Proceed (NTP) from the OWNER.

This work is eligible for participation by the Federal Aviation Administration (FAA) and the South Carolina Aeronautics Commission (SCAC). Grant assistance is included in the Project Development phase.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the date and year first written above.

OWNER: Oconee County, SC

CONSULTANT: W.K. Dickson & Co., Inc.

By: _____
Amanda F. Brock
Administrator

By: _____
Terry A. Macaluso, P.E.
Vice President

Date: _____

Date: _____



HOURLY COST ESTIMATE

Expand West Terminal Apron Site Prep (AIP 3-45-0016-026-2019)
 WA#5 Amendment-1, Additional Construction Phase Services
 Oconee County (CEU) Airport – Seneca, SC

7/12/2021

DESCRIPTION	PRIN HOURS	SR PROJECT MANAGER HOURS	PM/Tech. Manager HOURS	PROJECT ENGINEER HOURS	Civil Designer HOURS	RESIDENT PROJECT REPRESENTATIVE	ADMINISTRATIVE ASSISTANT HOURS	TOTAL TASK LABOR COST	
Hourly Rate	\$250.06	\$216.86	\$200.53	\$155.63	\$116.97	\$99.13	\$87.86		
1. Basic Services									
A. 2. Additional Project Development (additional 440 days)									
Prepare Scope/Work Authorization Amendment	1		10					2,255.36	
Coordination with FAA and SCAC			10					2,005.30	
Monthly Grant Draw Requests to the FAA and SCAC			16				12	4,262.80	
Quarterly Reporting to the FAA			8				12	2,658.56	
Grant Close-Out Documentation and Submittal			12				10	3,284.96	
Other Administrative								0.00	
Total Hours	1	0	56	0	0		34		
							Task Subtotal	14,466.98	
B. Contract Administration (440 Days)									
Ongoing Construction Administration		2	12	12				\$4,705.62	
Conduct routine progress meetings (prep,conduct and follow up)			12	4				\$3,028.88	
Review and process shop drawings			2	4				\$1,023.58	
Review and process contractor pay requests			8				4	\$1,955.68	
Review and process Change Orders	1	2	4	4				\$2,106.40	
Ongoing Review of contractors Schedule			4				4	\$1,153.56	
Review of Certified Payroll			2				4	\$752.50	
Pre-Final Inspection			4	4			2	\$1,600.36	
Final Inspection			4	4			2	\$1,600.36	
Record Drawings (FAA, SCDHEC)			2	4	6			\$1,725.40	
Total Hours	1	4	54	36	6		16		
							Task Subtotal	\$19,652.34	
							Basic Services Subtotal	\$34,119.32	
2. Special Services									
A. Additional Field Surveys								Subtotal	\$3,000.00
B. Resident Construction Observation (10 Weeks @ 30 Hours/Week = 200 @ \$99.13/hour)								300	\$29,739.00
Hotel : Accounted for in WA#3 Amendment-1, Nebo Church Road Relocation (Grant #25)									\$0.00
Mileage: Accounted for in WA#3 Amendment-1, Nebo Church Road Relocation (Grant #25)									\$0.00
Per Diem: Accounted for in WA#3 Amendment-1, Nebo Church Road Relocation (Grant #25)									\$0.00
							Subtotal	\$29,739.00	
C. QA Testing								Subtotal	(\$22,360.00)
							Special Services Subtotal	\$10,389.00	
							Total	\$44,508.32	

W.K. Dickson Work Authorization #5 AIP Grant 3-45-0016-026-2019

	FAA 90%	State 5%	County 5%	Total
Approved by Council on 1/20/20	\$199,800.00	\$11,100.00	\$11,100.00	\$222,000.00
Request Approval for CO 1 WA #5, Amendment No 1	\$40,057.20	\$2,225.40	\$2,225.40	\$44,508.00
Total	\$239,857.20	\$13,325.40	\$13,325.40	\$266,508.00

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: July 20, 2021

ITEM TITLE:

Title: Change Order #1, PO # 53838 W.K. Dickson Work Authorization # 6 Amendment No. 1

Department(s): Airport

Amount: FAA 90% \$ 152,651.70
State 5% \$ 8,480.65
County 5% \$ 8,480.65

Total Change Order: \$ 169,613.00

Original PO Amount: \$ 98,700.00

Purchase Order Total: \$ 268,313.00

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2021-2022 budget process.

Budget: **\$169,613.00** Project Cost: **\$169,613.00** Balance: **\$0.00**
(AIP) Project No. 3-45-0016-027-2020

Finance Approval: Sadale Price

Project Totals (AIP 27)

FAA 90%: \$241,481.70
State 5%: \$ 13,415.65
County 5%: \$ 13,415.65
Total: \$ 268,313.00

BACKGROUND DESCRIPTION:

Oconee County, the FAA and the SCAC have worked in conjunction for many years for the continued improvement of the Oconee County Regional Airport, including, but not limited to, for the following projects:

- On November 15, 2016, Council approved the award of RFP 16-07 for Professional Engineer and Consulting Services for the Oconee County Airport to W.K. Dickson & Company, Inc., of Columbia SC for a five-year term for services, as needed; and
- On July 17, 2018 Council approved the Federal Aviation Administration (FAA) Grant Offer for the Airport Improvement Program (AIP) Project No. 3-45-0016-024-2018 in the amount of \$671,220 for Land Acquisition, Relocation and Terminal Apron Expansion - Design Only; and
- On February 18, 2020 Council approved the Federal Aviation Administration (FAA) Grant Offer for the Airport Improvement Program (AIP) Project No. 3-45-0016-027-2020 in the amount of \$1,255,565.00 for Expansion of Terminal Final Phase and committed approximately \$69,754.00 in matching funds.
- W.K. Dickson Work Authorization #6 includes professional services for construction administration (CA) and construction observation (CO) for West Apron Expansion Paving.
- **Request Council Approval for Change Order 1 / Work Authorization #6 Amendment No. 1 in the amount of \$169,613.00 (FAA 90%: 152,651.70, State 5%: \$8,480.65 and County 5%: \$8,480.65).**
Due to weather related (tornado) work stoppages and weather impact days, changes in construction scope due to concealed conditions such as buried rubble utility, coordination and utility relocation, and difficulties associated with the COVID-19 pandemic additional Construction Phase Professional Services are required in order to complete the project.
- Request Council approval for the County Administrator to approve and execute additional change orders to this purchase order as long as FAA approval has been obtained and matching funds are available. This will allow the project to move forward without delays for additional approval requests.

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

SPECIAL CONSIDERATIONS OR CONCERNS:

Additional Funding Requests have been submitted to the Federal Aviation Administration (FAA) Airport Improvement Program Project No. 3-45-0016-027-2020. This approval is pending FAA approval.

ATTACHMENT(S):

1. W.K. Dickson Letter RE: Work Authorization Amendments
2. Work Authorization #6 Amendment No. 1 W.K. Dickson & Co., Inc.
3. Cost Tabulation Work Authorization # 6

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve

1. Approve Change Order #1, PO# 53838 Work Authorization #6 Amendment No.1, in the amount of \$169,613.00, purchase order total \$268,313.00 to W.K Dickson & Co., Inc. for professional services for construction administration (CA) and construction observation (CO) for the relocation of Nebo Church Road.
2. Authorize the County Administrator to approve and execute any additional change orders to purchase order #53838, as long as approval from the FAA has been obtained and matching funds are available.

Submitted or Prepared By: Tronda C. Popham
Tronda C. Popham, Procurement Director

Approved for Submittal to Council:

Amanda F. Brock
Amanda F. Brock, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.



July 12, 2021

Mr. Jeff Garrison
Oconee County Regional Airport
365 Airport Road
Seneca, SC 29678

**Re: Oconee County Regional Airport
Nebo Church Road Relocation and West Apron Expansion Project
AIP Grants 3-45-0016-025-2019, 3-45-0016-026-2019, 3-45-0016-027-2020,
WKD No. 20190611.00.CA, 20190612.00.CA, 20200161.00.CA
Work Authorization Amendments**

Dear Jeff,

Please find attached for your review the proposed work authorization amendments for construction phase professional services associated with the Nebo Church Road Relocation and West Apron Expansion Construction project. The attached amendments outline the additional construction phase services that have been requested beyond what was previously defined in Work Authorizations 3,5 and 6.

These amendments define the scope of continued construction phase services through the estimated completion of this ongoing construction project. The actual project schedule has extended well beyond what was originally anticipated due to multiple factors.

Schedule impacts have included weather related (tornado) work stoppages and weather impact days, change order work to address concealed conditions such as buried rubble, utility coordination and utility relocation. The project general contractor has also submitted notification that their progress has been impacted by difficulties associated with the ongoing COVID-19 pandemic.

720 Corporate Center Drive
Raleigh, NC 27607
Tel. 919.782.0495
Fax 919.782.9672
www.wkdickson.com

Aviation • Water Resources • Urban Development • Geomatics

To recap the logistics of this project: the Nebo Church Road Relocation and West Apron Expansion project is being constructed through one construction contract held with J. Davis Construction. The contract consists of three separate schedule of values which align with three separate Airport Improvement Program (AIP) grants provided by the FAA. The construction phase services provided by WK Dickson are also defined by three work authorizations that align with each respective AIP grant and contract work schedule of values.

Construction phase work authorizations for professional services were developed based on the requested services and an assumed duration of construction based on reasonable construction time for the design barring any unforeseen issues. The budget and estimated duration are summarized in the table below.

Table 1: Professional Services Work Authorizations

Work Authorizations (WA)	Grant No.	Budget	Estimated Construction Duration
WA#3 Nebo Church Road Relocation	25	\$137,000.00	90
WA#5 West Apron Expansion, Site Prep.	26	\$222,000.00	110
WA#6 West Apron Expansion Paving	27	\$98,700.00	60
	Totals	\$457,700.00	170*

*Total Duration reflects WA#3 and WA#5 executed concurrently.

Notice to proceed (NTP) for construction was issued to J. Davis Construction on March 9, 2020 and reflected a total project duration of 245 days, with a project completion date of November 9, 2020. Eight (8) change orders to the construction contract have been prepared to define additional work and associated schedule impacts to the project. As a result of the change orders the expected final duration of construction is 550 days.

The work authorization amendments have been prepared to reflect an updated construction duration of 550 Days based on an estimated construction completion date of September 10, 2021. A summary of the construction contract change orders and associated project duration is shown below in Table 2.

Table 2: Construction Contract Change Order Summary

Contract Dates	Start Date	Duration	Finish Date
Signed Contract	n/a	235	n/a
Change Order #1 (-35 Days)	n/a	200	n/a
Notice to Proceed	3/9/2020	200	9/25/2020
Change Order #2 (+ 45 Days) Adds Apron Paving	3/9/2020	245	11/9/2020
Change Order #3 (+42 Days) - Waterline and Tornado Clean up	3/9/2020	287	12/21/2020
Change Order #4 (+8 days) - Hangar Roof Drains	3/9/2020	295	12/29/2020
Change Order #5 (+64 Days) Septic Tank Relocation	3/9/202	359	3/3/2021
Change Order #6 (+144 Days) Nebo Church Rd. drainage and Erosion Control Improvements	3/9/2020	503	7/25/2021
Change Order #7 (+5 days) Apron Paving	3/9/2020	508	7/30/2021
Change Order #8 (+42 days) Rubble Removal & Pond Inlet	3/9/2020	550	9/10/2021

Although the actual construction schedule has extended beyond what is defined in the original work authorizations, professional services were managed to utilize the existing budget as much as possible. The original budget was utilized from March 2020 through February 2021, roughly double the duration that the budget was based on. This was made possible because some professional services were not needed throughout the entire schedule extension due to a weather-related work stoppage and other inclement weather.

To complete the construction administration services for this project as required by FAA standards, as noted in the construction contract documents, and for the remaining construction duration as report by the general contractor, the attached amendments have been prepared for your review. A summary of the proposed amendment budget for each project element is shown below in Table 3.

Table 3: Work Authorizations, Amendment-1 Summary

Project Element	Existing Work Authorization	Amendment-1	Amended Total
WA#3 Nebo Church Road Relocation	\$137,000	\$141,591	\$278,591
WA#5 West Apron Expansion Site Work	\$222,000	\$44,508	\$266,508
WA#6 West Apron Expansion Paving	\$98,700	\$169,613	\$268,313
Total	\$457,700	\$355,712	\$813,412

Mr. Jeff Garrison
July 12, 2021
Page 4

Unless you direct us otherwise, WK Dickson will continue to provide extended services for this ongoing construction project as efficiently as possible, while the attached amendments are reviewed and considered for approval. Moving forward we will also provide cost summaries and budget updates of our services at least monthly throughout the end of the project.

Going forth our efforts will be billed hourly and shown under a sperate "additional" construction phase services line item on the monthly invoices. This will be provided so the costs incurred due to the project schedule extension may be tracked separately. Please note that these additional services may not be reimbursed through the FAA grant until the attached amendments are approved by the county, FAA, and SCAC and formally added to the project grants.

If you have any questions or need any other information to complete your review of the attached amendments, please do not hesitate to call.

Sincerely,
W.K. Dickson & Co., Inc.



Jason P. Kennedy, PE
Project Manger

Enclosures

**WORK AUTHORIZATION #6
AMENDMENT-1
(Additional Construction Phase Services)**

July 12, 2021

IN ACCORDANCE WITH
GENERAL SERVICES AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN OWNER AND CONSULTANT (RFQ# 16-03, RFP# 16-07)

Dated: November 17, 2016

**EXPAND WEST TERMINAL APRON PAVING
CONSTRUCTION ADMINISTRATION and CONSTRUCTION OBSERVATION (CA/CO)**

FAA AIP# 3-45-0016-027-2020

Oconee County Regional Airport (CEU), Seneca, South Carolina

This Work Authorization Amendment, made and entered into this ____ day of _____, 2021,
by and between the OWNER:

Oconee County
415 South Pine Street
Walhalla, South Carolina 29691

and the CONSULTANT:

W.K. Dickson & Co., Inc.
1320 Main Street, Suite 400
Columbia, South Carolina 29201

Amends the AGREEMENT executed by and between the parties hereto on the 17th day of November 2016, and Work Authorization #6 dated March 18, 2020 into which this Amendment is hereby incorporated and made a part hereof, to specify the following:

PROJECT OVERVIEW

The OWNER wishes the CONSULTANT to provide construction phase professional engineering services associated with Expand Wet Terminal Apron Site Preparation Project. These services have been previously defined in Work Authorization #6 dated March 18, 2020.

This document amends the previously approved Work Authorization #6 and incorporates the following scope revision and additional services that have been requested by the OWNER:

1. Additional Construction Phases Service

Work Authorization #6 defines construction phase services to be provided by the CONSULTANT including project development, construction administration, field surveys, construction observation and quality assurance testing. The project duration established for Work Authorization #6 is 60 consecutive calendar days, original scheduled to be conducted after the completion of Nebo Church Road Relocation Project (Grant #25) and the West Apron Expansion Site Preparation Project (Grant #26). The actual construction duration for



this project has been extended and is now estimated to be 550 days.

Work Authorization #6 Amendment-1 defines extended construction phases services for an additional 490 days. Scope of additional construction phase services for this amendment is based on an additional 10 weeks of construction observation and associated construction administration duties. As reflected in the manhour breakdown, all of the construction phase services are not needed for the full 490 day extended duration due to weather and other work stoppages.

2. Revision to basis of payment for the quality assurance (QA) testing. The Work Authorization #6 defined the payment terms for QA testing to be Cost +10%. This type of payment method is not allowed for projects funded by FAA Airport Improvement Program (AIP) grants and was included in the previously approved Work Authorization #6. This amendment shall revise this task to be payable on a cost plus fixed-fee basis, so the cost of this work is grant eligible. Cost plus fixed-fee basis is allowable for AIP funded projects and policy for this payment method are discussed in detail in AC 150/5100-14E Change 1.

SCOPE OF SERVICES

1. BASIC SERVICES

A. Additional Project Development

The CONSULTANT is to provide the following elements:

- Prepare necessary scope of work and associated task order/work authorization amendment documentation.
- Coordinate, as needed, with the FAA and SCAC.
- Coordinate the preparation and submittal of monthly grant draw requests to the FAA and SCAC with the OWNER.
- Prepare and submit quarterly reports to the FAA.
- Coordinate the preparation and submittal of grant close-out documentation with the OWNER.
- Provide "other" administrative tasks as required to administer the grants.

B. Additional Construction Administration

The CONSULTANT is to provide the following elements:

- Engineering services for contract administration of proposed improvements.
- Conduct periodic construction meetings with two (2) meetings per month accounted for in this scope of work.
- Review and process materials and shop drawing submittals.
- Review and process contractor pay requests and recommend payment to OWNER.
- Review and process requested change orders and make a recommendation to the OWNER.
- Review contractor's project schedule and monitor construction progress.
- Review of certified payroll for compliance with applicable standards
- Conduct a pre-final inspection.
- Prepare and distribute an inspection report and final punch list.



- Conduct a final inspection.
- Review contractor's final pay application & required project close-out documents.
- Provided all punch list items are properly addressed by the contractor, recommend payment of final pay application to the contractor by the OWNER.
- Coordinate the compiling of all required project close-out documentation with the contractor and OWNER; and submit said documentation to FAA/SCAC.

2. SPECIAL SERVICES

A. Additional Construction Observation (CO) / Resident Project Representative (RPR)

The CONSULTANT is to provide the following elements:

- Provide a full-time representative to perform on-site construction observation of the proposed construction activities (i.e. resident project representative services). Estimated construction completion date results in an additional 490 of contract days. Scope of construction observation services for this amendment is based on an additional 14 weeks of CO/RPR at 40 hours per week. Additional CO/RPR services is not needed for the full 490 day extended duration due to weather and other work stoppages.
- The responsibilities and limitations of the CO/RPR services shall conform to Appendix A of this Work Authorization.
- Prepare daily construction observation reports.
- Review contractor-provided materials and shop drawing submittals.
- Conduct wage rate interviews of contractor and subcontractor personnel.
- Attend periodic construction meetings with two (2) meetings per month are accounted for in this scope of work.
- Review completed pay item quantities with contractor prior to contractor's submittal of a pay request.
- Review requested change orders with the contractor.
- Monitor contractor's project schedule.
- Attend a pre-final inspection.
- Assist with preparation of inspection report and final punch list.
- Attend a final inspection to confirm all punch list items have been addressed.

B. Additional Quality Assurance Testing

The CONSULTANT is to provide quality assurance testing services for the extended project duration. Extended services also include:

- Weekly CEPSCI inspections and reports.
- Weekly erosion control reports.

This amendment changes the existing QA testing task for this work authorization to a "Cost" basis of payment and reduces the QA testing budget as noted below. This amendment also increases the budget for QA testing to reflect estimated final cost for this work item.



BASIS OF COMPENSATION

1. **BASIC SERVICES**

A.	Additional Project Development	Hourly, Estimate	\$14,493.00
B.	Additional Construction Admin.	Hourly, Estimate	\$61,383.00
		Basic Services Subtotal	\$75,876.00

2. **SPECIAL SERVICES**

A.	Add. Construction Observation/RPR	Hourly, estimated	\$66,237.00
B.	Add Quality Assurance Testing	Cost	\$27,500.00
		Special Services Subtotal	\$93,737.00

WORK AUTHORIZATION #6, AMENDMENT-1 TOTAL **\$ 169,613.00**

ADDITIONAL SERVICES

The OWNER shall pay the CONSULTANT for additional services, which are not specifically called for in the above Scope of Services, in accordance with the CONSULTANT'S rate schedule in effect at the time; and will be subject to prior approval by the OWNER.

PROJECT SCHEDULE

CONSULTANT shall begin work immediately upon receipt of a Notice to Proceed (NTP) from the OWNER.

This work is eligible for participation by the Federal Aviation Administration (FAA) and the South Carolina Aeronautics Commission (SCAC). Grant assistance is included in the Project Development phase.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the date and year first written above.

OWNER: Oconee County, SC

CONSULTANT: W.K. Dickson & Co., Inc.

By: _____
Amanda F. Brock
Administrator

By: _____
Terry A. Macaluso, P.E.
Vice President

Date: _____

Date: _____



HOURLY COST ESTIMATE

Expand West Terminal Apron Paving (AIP 3-45-0016-027-2020)

WA#6 Amendment-1, Additional Construction Phase Services

Oconee County (CEU) Airport – Seneca, SC

7/12/2021

DESCRIPTION	PRIN HOURS	SR PROJECT MANAGER HOURS	PM/Tech. Manager HOURS	PROJECT ENGINEER HOURS	Civil Designer HOURS	RESIDENT PROJECT REPRESENTATIVE	ADMINISTRATIVE ASSISTANT HOURS	TOTAL TASK LABOR COST
Hourly Rate	\$250.06	\$216.85	\$200.53	\$155.83	\$116.87	\$99.13	\$87.86	
I. Basic Services								
A. 2. Additional Project Development (additional 490 days)								
Prepare Scope/Work Authorization Amendment	1		10					2,255.36
Coordination with FAA and SCAC			8					1,604.24
Monthly Grant Draw Requests to the FAA and SCAC			12				18	3,987.84
Quarterly Reporting to the FAA			8				20	3,381.44
Grant Close-Out Documentation and Submittal			12				10	3,284.86
Other Administrative								0.00
Total Hours	1	0	50	0	0		48	
Task Subtotal								14,493.84
B. Contract Administration (additional 490 days)								
Ongoing Construction Administration	2	2	40	18				\$11,754.38
Conduct routine progress meetings (prep, conduct and follow up)			40	20				\$11,133.80
Review and process shop drawings			20	80				\$13,348.40
Review and process contractor pay requests			28				8	\$5,918.66
Review and process Change Orders	2	2	20	12				\$6,808.98
Ongoing Review of contractors Schedule			10				8	\$2,708.18
Review of Certified Payroll			2				18	\$1,982.54
Pre-Final Inspection			4	4			8	\$2,127.52
Final Inspection			8	8			8	\$3,552.16
Record Drawings (FAA, SCDHEC)			4	2	8			\$2,049.14
Reimbursable Expenses								\$0.00
Total Hours	4	4	174	124	8		50	
Task Subtotal								\$61,382.74
Basic Services Subtotal								\$76,876.58
2. Special Services								
A. Resident Construction Observation (14 Weeks @ 40 Hours/Week = 560 @ \$99.13/hour)						560		\$55,512.80
Hotel 14 weeks @ 4 Nights/Week @ \$95/Night								\$5,320.00
Mileage (14 Weeks @ 350 Miles/Week @ \$0.56/Mile)								\$2,744.00
Per Diem (14 Weeks @ 5 Days/Week = 50 days @ \$38/Day)								\$2,660.00
Subtotal								\$66,236.80
B. Quality Assurance Testing (Cost)								\$27,500.00
Special Services Subtotal								\$93,736.80
Total								\$189,813.38

W.K. Dickson Work Authorization #6 AIP Grant 3-45-0016-027-2020

	FAA 90%	State 5%	County 5%	Total
Approved by Council on 1/20/20	\$88,830.00	\$4,935.00	\$4,935.00	\$98,700.00
Request Approval for CO 1 WA #6, Amendment No 1	\$152,651.70	\$8,480.65	\$8,480.65	\$169,613.00
Total	\$241,481.70	\$13,415.65	\$13,415.65	\$268,313.00

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: July 20, 2021

ITEM TITLE:

Council approval of funding allocation to the Fair Oak Youth Center in the amount of \$17,500 for the development of a comprehensive Strategic Master Plan for the Fair Play Community in preparation of growth and development in the Southern portion of Oconee County.

BACKGROUND DESCRIPTION:

The Fair Play community is situated along the I-85 Corridor in Southern Oconee County, and is slated to be one of the fastest growing areas within the next three to five years. Oconee County, as required by the OJRSA, has implemented Basin Studies for the Exit 4 area that will be concluded soon, and the RFPs for the required studies for Exits 1 and 2 are underway.

A Strategic Master Plan would be utilized as a parallel plan resource to the Basin Studies, and provide the Fair Play community guidance for future growth.

The Master Plan documents would work as a planning tool for navigating growth and provide a blueprint of possible and probable uses for properties for the future.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

Fair Oak Youth Center is a 501(c) – 3 organization.

FINANCIAL IMPACT [Brief Statement]:

Funding for the Strategic Master Plan is identified in the FY2022 Budget from the “Community Support” line item.

Approved by: N/A

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available:

If yes, who is matching and how much:

Approved by : _____ Grants

ATTACHMENTS

Proposal / Scope of Services from Studio Main, LLC

STAFF RECOMMENDATION [Brief Statement]:

It is staff’s recommendation that Council approve the allocation of \$17,500 to Fair Oak Youth Center for the Strategic Master Plan for the Fair Play Community.

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

Studio Main, LLC
1 Hindman Street
Pelzer, SC 29669
Phone. (864) 617-0347
Email. blake@studiomainllc.com

Fair Oak Youth Center
Attn: Chad Overholt
PO Box 212
Fair Play, SC 29643

Re: Fair Play Strategic Master Plan

Dear Mr. Overholt:

Studio Main is pleased to submit our scope of services for Strategic Master Planning Services for Fair Play, South Carolina. Our Design Team is highly experienced in municipal planning and design specifically related to streetscapes, parks, market analysis and downtown economic development. We have been involved in many successful similar projects in the South Carolina, including Jonesville, Walhalla, Pickens, Travelers Rest, Williamston, Gaffney, Dillon, Orangeburg, Summerton, Santee, among many others. We are familiar with the process, approach, opportunities, challenges, and guiding principles of design, development, and implementation.

Please do not hesitate to contact me at (864) 617-0347 or by email at blake@studiomainllc.com if you have any questions or comments regarding this proposal.

Sincerely,



Blake Sanders, PLA
Studio Main, LLC - President

Project Understanding

Projects must contribute to the quality of life for the people who use them and are affected by them. They should be regenerative, seeking to repair damage to the community fabric where it exists and lifting up the lives of those who are influenced by this fabric. The design of the built environment should foster connections and interaction among families, groups, towns, cities and nations. Fair Play's commercial core, its corridors, streets, and pedestrian networks will foster connections, both aesthetically and socially. Projects of lasting value achieve the highest level of Landscape Architecture, approaching design with measurable outcomes directly related to the environment and the surrounding community. Fair Play's commercial core should fit the condition of the natural system, be environmentally sustainable, promote an elegant expression of artful design, and create a community character that promotes livability and sense of ownership.

We know how to design a community into more than just a place. Our focus will be creating a destination and a place that will attract both local and regional visitation. The streetscapes throughout the Town should be more than a ribbon of pavement to engineer, it can become the heart and soul of the Town, linking residents and visitors alike to parks, retail centers, Downtown, and schools, among many other destinations. We understand that a cohesive, consistent brand, communication, and wayfinding is key for the user experience and to attract tourism. Studio Main views this project as an opportunity to take Fair Play to the next level and to ultimately connect with the countless other amenities, while also facilitating comparable local economic investment as seen in the revitalization of similar communities across the Southeast.

Our Design Team sees tremendous opportunity to enhance the current conditions. We will bring our studio of expertise to ultimately enhance the user experience, improve streetscape treatments for safety, and draw interest to the corridor.

Proposed Scope of Work

Task One: Information Gathering and Background Review

We will work closely with the Client to gather all relevant material related to the community including but not limited to the following: Village histories; promotional publications that involve the communities; attractions and event information including annual festivals; economic development and tourism publications; website and social media information; and any other related information.

Task Two: Reconnaissance and Steering Committee Kick Off

Key members of the Studio Main team will travel to Fair Play for a meeting with a steering committee established by the Client. The steering committee will guide us through the process and serve as a sounding board and organizing entity for the Master Plan Charrette.

Task Three: Market Snapshot

This task will examine the market opportunities for retail trade, housing, office, and other uses in Fair Play. For a market snapshot, the team will rely on drive time analysis, custom polygons, and market share research to verify the potential for growth in the community.

Studio Main will prepare detailed demographic profiles of the trade area including growth, income, and lifestyle segmentation statistics. These will be shared with the community in a clear way that compares it with peer communities and with traditional political boundaries that so often are used (inaccurately) to define a community. We have frequently found that the trade area demographics reveal surprising information about a market.

Studio Main will conduct a retail leakage analysis that will indicate in which categories the community is leaking sales to other communities and which of these categories is most ideally suited to each community.

The market snapshot will provide a foundation for the charrette team to evaluate both the capacity for future investment from a market standpoint and a time frame within which market investment is likely to take place.

Task Four: Community Master Plan Charrette

The Community Master Plan Charrette is designed to immerse the project team in the community in a rapid way in order to produce a conceptual plan, branding and marketing, and implementation techniques in a quick and efficient manner. We have conducted these resource visits in many communities that have gone on to implement the plans in creative ways. The resource visit also affords us the opportunity to gather qualitative information from the public about the community that augments the market study conducted in Task Three. The resource visit will involve an intensive three-day process, as described below.

Day One and Part of Day Two: Stakeholder Engagement and Community Tour

The first day will concentrate on a series of roundtable meetings and individual meetings selected by the Client. These will likely include:

- Elected officials;
- Business representatives;
- Regional economic development officials;
- Key destination, attraction, and quality-of-life representatives;
- Youth representatives;
- Property owners and neighborhood residents;
- Other stakeholders as selected by the Client; and
- A facilitated public input session

The input sessions will be facilitated group sessions that will concentrate on the future of the community as well as the brand image of Fair Play individually and collectively with the surround areas. We will work closely with the Client to determine how to organize the sessions for broad based input and are used to working in dual-community initiatives.

We will also conduct a detailed tour and reconnaissance of the area. During the community tour, we will conduct a professional photo shoot of key area assets, including places and people. We will edit these photographs and include them as a photo library as part of our final deliverables.

Day Two, Afternoon: Progress Report

By the end of the second day, we will have worked with the public and community stakeholders to develop some preliminary concepts, so that the third day can focus on expanding these concepts into more refined plans as well as production of marketing concepts and brand extension. At the middle of the second day we will have a small roundtable meeting with the steering committee to review the progress on the plan's development.

Day Two Evening and Day Three: Continued Refinement

During the course of the workshop, we will focus not only on developing the plans which will include conceptual diagrams, illustrative plans, before and after photo renderings of key sites, corridors, trails, and development opportunities; we will also develop the community brand identity itself that will include such things as logos, themes, typefaces, colors, sample print pieces, etc.

Day Three, Midday-Afternoon: Presentation

Studio Main will present all of the concepts in an exciting “plan reveal” presentation to the client at the end of the resource team visit on the third day (these meetings can be as open ended as you desire, we prefer to invite anyone interested to attend as the stakeholders get to value seeing their input put into concepts within days of their initial input). We believe that this presentation is a critical element in the process because while we will develop the plan, it will belong to the communities. The presentation will provide Fair Play with a solid direction for the plan and we will garner feedback for further refinement to come after the workshop.

Task Five: Implementation Workshop

Studio Main will return to Fair Play for a half-day implementation workshop that will involve Steering Committee review of all of plan materials that will help identify the short, medium, and long-term recommendations that would populate the implementation strategy board.

The Strategy Board is a one-page implementation matrix that indicates thematic recommendations, goals, first, next and long-term steps, and responsible parties.

The strategy board condenses the entire plan to one easy-to-use sheet that will prioritize the tools and tactics for implementation. The strategy board will also provide an accountability matrix for implementation partners.

Task Six: Final Report Summary Poster and Annotated Presentation

Within six weeks of the final “sign off” during the visit in Task 5, Studio Main will deliver the final product. This will include a detailed summary poster of all recommendations and an annotated presentation that will allow the Client to share the findings in a clear and concise format. For the branding we will include a resource package with all graphics produced in the work session for the Client and its partners (the resource package will include the designs in a variety of file formats for use by different vendors), a style guide for their proper usage, a photo library, and the final PowerPoint presentation. For the plans, we will include all of the digital files for future use.

Studio Main will also release all copyrights for the use of our brand designs to the Client. This is a very important consideration for the communities as designs can then be modified and used as the client sees fit using local vendors, designers, and resources.

Project Schedule

Studio Main shall commence performance of Services and proceed toward completion of deliverables as directed by the Client.

Project Fee

Task	Fee
Task 1: Task One: Information Gathering and Background Review	\$1,500
Task 2: Reconnaissance and Steering Committee Kick Off	\$1,500
Task 3: Market Snapshot	\$5,000
Task 4: Community Master Plan Charrette	\$7,000
Task 5: Implementation Workshop	\$1,500
Task 6: Final Report Summary Poster and Annotated Presentation	\$1,000
Total	\$17,500

Reimbursable Expenses (mileage, printing, postage, etc.) will be billed at actual cost

Proposal Accepted By:

Signature and Title

Date

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: July 20, 2021
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE [Brief Statement]:

Quarry Closing at 12:00pm on Fridays for Maintenance

BACKGROUND DESCRIPTION:

With the high level of demand for products from the Quarry, it is difficult to keep up with our maintenance schedule while producing enough material to meet customer demands. Closing at 12pm on Fridays would allow staff to perform any required maintenance and inspections to keep the new plant running properly. This routine maintenance schedule should help prevent unexpected downtime due to breakdowns. This would also allow staff who routinely stays past closing time to perform maintenance and be able leave work on time more often, thus reducing overtime expenditures.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

During the week of June 7th-11th, we began asking our customers for feedback concerning the idea of stopping for scheduled weekly maintenance once per week for 4 hours each Wednesday in an effort to curb unexpected downtime that could be avoided through preventative maintenance. The feedback was overwhelmingly positive, but many customers stated that it would be far better for them for the maintenance shutdown to occur on Friday afternoons. We called to have these conversations with all the customers that we had on record. On June 11th, we had customer appreciation day and had the same conversations in person. We had a total of 2 customers that objected out of roughly 300 conversations.

FINANCIAL IMPACT [Brief Statement]:

Check Here if Item Previously approved in the Budget. No additional information required.

Approved by : _____ Finance

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No
If yes, who is matching and how much:

Approved by : _____ Grants

ATTACHMENTS

STAFF RECOMMENDATION [Brief Statement]:

Staff recommends the closure of the Quarry at noon on Fridays to perform maintenance.

Submitted or Prepared By:



Department Head/Elected Official

Approved for Submittal to Council:


Amanda F. Brock, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

 Boards & Commissions	State / OC Code Reference	Reps [DX-At Large-Ex Officio]	Co-Terminus	Term Limits	4 Year Term	Meeting Date to Appoint	John Elliott	Matthew Durham	Paul Cain	Julian Davis	Glenn Hart			
							2019-2022	2021-2024	2019-2022	2021-2024	2021-2024	2019-2022	2021-24	2019-2022
							District I	District II	District III	District IV	District V	At Large	At Large	Ex-Officio
Aeronautics Commission	2-262	5 - 2	YES	n/a	YES	Jan - March	Randy Renz [3]	Dan Suddeth [1]	Auby Perry [3]	Marion Lyles [2]	Bobby Fendley [1]	Albert Brightwell [2]	David Bryant [1]	
Ag. Advisory Board	2016-17	5 - 2 - 1	YES	n/a	YES	Jan - March	Kim Alexander [1]	Larry Cantrell [1]	Rex Blanton [1]	Ashley Townsend [1]	Charlie Whiten [1]	Debbie Sewell [2]	Tessa Moxley [1]	Kerrie Roach [1]
Arts & Historical Commission	2-321	5 - 2	YES	2X	YES	Jan - March	Aubrey Miller [1]	Ernie Lombard [1]	Thomas Jones [<1]	Melody Davis [1]	Mike Phillips [2]	Daniel Dreher [1]	Suzette Cross [2]	
Board of Zoning Appeals	38-6-1	5 - 2	YES	2X	YES	Jan - March	James Codner [2]	Gwen Fowler [2]	William Gilster [2]	Marty McKee [3]	Tim Mays [1]	John Eagar [1]	William Decker [1]	
Building Codes Appeal Board		0-7	YES	2X	YES	Jan - March	Brad Kisker [1] James McKibben [1]; Kevin Knight [2]; John Sandifer [2]		Joshua Lusk [1]; Osceola Gilbert [1] ; VACANT					
Conservation Bank Board	2-381	Appointed by Category Preferred		2X	YES	Jan - March	Laura Havran [1]	Andrew Smith [2]	D. Ryan Keese [1]	Nicholas Gambrell [1]	Scuddy Walker [1]	Emily Hitchcock [1]	Charles VanOver [1]	
Destination Oconee Action Committee	n/a	5 - 2	n/a	n/a	n/a	n/a	David Washburn	Luther Lyle [2]	Al Shadwick	Matthew Smith [1]	Bob Hill [2]	Robert Moore	Hal Welch [2]	
PRT Commission [members up for reappointment due to initial stagger]	6-4-25 2-381	Appointed by Industry		2X	YES	Jan - March	Shane Smith [2]; Shawn Johnson [1]; Kevin Evans [2]		Trey Barnett [1], Riley Johnson [1], Gregory Coutu [1]		Alex Butterbaugh [1]			
Scenic Highway Committee														
Library Board	4-9-35 / 18-1	0 - 9	YES	2X	YES	Jan - March	Clifton Powell [<1]; Diane Smathers [1]; Nicklaus McKinney [1]		Shelby Henderson [1]; Allison Addison [2]; Charles Holcombe [1]; Nivia Miranda [1]; Liz Kuemmerer [1]; Monica White [1]					
Planning Commission	6-29-310 32-4	5 - 2	YES	N/A	YES	Jan - March	Mike Smith [1]	David Nix [1]	Alex Vassey [2]	Frankie Pearson [2]	Gary Gaulin [1]	Patrick Williams [1]	Mike Johnson [3]	
Anderson-Oconee Behavioral Health Services Commission	2-291	0 - 7	YES	2X	3 yr	N/A	Steve Jenkins [1], Harold Alley [1], Louie Holleman [1], Wanda Long [1], Priscilla Taylor [1], Joan Black [1], Jere DuBois [1] BHS contacts Council w/ recommendations when seats open							
Capital Project Advisory Committee (end 1.17)	2-391	CC, PC 2 @ Lg	NO	3X	1 yr	January	Council Representative Wayne McCall/Paul Cain in McCall absence, Planning Commission GM Phal [1]		Lisa Bisuel [1-9/19]			Pearson [2]		
Oconee Business Education Partnership	N/A	N/A	NO	N/A	NO	January	Mr. Julian Davis, District IV							
Oconee Economic Alliance	N/A	N/A	NO	N/A	NO	January	Mr. Paul Cain, Council; Ms. Amanda Brock, County Administrator; Mr. Sammy Dickson							
Ten At The Top [TATT]				NO	NO	January	Mr. Dave Eldridge							
ACOG BOD				N/A	NO	January	Council Rep: Mr. John Elliott [yearly]; 2 yr terms Citizen Rep: Mr. Julian Davis, Minority Rep: Marta Wahlen							
Worklink Board						N/A	Worklink contacts Council w/ recommendations when seats open [Current: B. Dobbins]							

[#] - denotes term. [<2] denotes a member who has served one term and less than one half of an additional term making them eligible for one additional appointment.
[SHADING = reappointment requested - questionnaire on file] Denotes Individual who DOES NOT WISH TO BE REAPPOINTED
Bold Italics TEXT denotes member ineligible for reappointment - having served or will complete serving max # of terms at the end of their current term.

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
RESOLUTION 2021-08

A RESOLUTION CONSENTING TO AND ACKNOWLEDGING NOTICE OF THE ASSIGNMENT BY ACI PLASTICS SOUTH, LLC, ACI PROPERTIES SOUTH, LLC, AND PREZERO US, INC. (F/K/A GREENCYCLE US HOLDINGS, INC.) TO PREZERO US SERVICES, LLC OF A FEE IN LIEU OF AD VALOREM TAXES AGREEMENT, AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County (the “County”), acting by and through its County Council (the “Council”), and ACI Plastics South, LLC, a South Carolina limited liability company (“ACI Plastics”), ACI Properties South, LLC, a South Carolina limited liability company (“ACI Properties”), and PreZero US, Inc. (f/k/a GreenCycle US Holdings, Inc.), a Delaware corporation (“GreenCycle” and together with ACI Plastics and ACI Properties, the “Original Sponsors”) entered into that certain amended Fee in Lieu of Taxes Agreement dated as of October 1, 2019 (the “FILOT Agreement”), pursuant to Title 12, Chapter 44, of the Code of Laws of South Carolina, 1976, as amended (the “Act”), wherein the Original Sponsors agreed to establish a manufacturing facility in the County, which was anticipated to result in aggregate investment of no less than \$10,000,000 (the “Project”), and the County agreed to accept fee in lieu of ad valorem tax (“FILOT”) payments from the Original Sponsors with respect to the Project; and

WHEREAS, pursuant to Section 4.11 of the FILOT Agreement and Section 12-44-120 of the Act, the Original Sponsors may assign or otherwise transfer all of their rights and interests under the FILOT Agreement with the consent of the County in the form of a written resolution of Council; and

WHEREAS, pursuant to one or more yet-to-be consummated transactions, which are expected to close on or before , 2021 (“Closing”), involving the Original Sponsors and PreZero US Services, LLC, a Delaware limited liability company (“PreZero”), the Original Sponsors plan to sell, assign, and transfer (the “Transfer”) all of their rights, titles, and interests in and to certain assets, including the Project assets under the FILOT Agreement and related arrangements with respect to such assets (the “FILOT Property”), to PreZero; and

WHEREAS, contingent upon the Closing, the Original Sponsors and PreZero desire to obtain the County’s (i) acknowledgement of written notice of the Transfer, and (ii) consent to the release of the Original Sponsors from any and all obligations under the FILOT Agreement and liability with respect to all amounts due under the FILOT Agreement arising after the Closing and the assumption by PreZero of those obligations under the FILOT Agreement and the liability with respect to all amounts due under the FILOT Agreement arising after the Closing.

NOW, THEREFORE, BE IT RESOLVED by the Council, as follows:

Section 1. Contingent upon the Closing, the Council hereby consents to the Transfer and acknowledges receipt of notice of the Transfer.

Section 2. Contingent upon the Closing, the Council hereby consents to the release of the Original Sponsors from their obligations under the FILOT Agreement and liability with respect to all amounts due under the FILOT Agreement arising after the Closing and the assumption by PreZero of those obligations under the FILOT Agreement and liability with respect to all amounts due under the FILOT Agreement arising after the Closing.

Section 3. The Council hereby authorizes the County Administrator and other County staff, along with any designees and agents any of these officials deems necessary and proper, including the County Attorney, in the name of and on behalf of the County (each an “Authorized Individual”), to take whatever further actions, and enter into whatever further agreements, as are allowed by law and as any Authorized Individual deems to be reasonably necessary in connection with this Resolution to evidence the County’s acknowledgement and consent as described in this Resolution, including specifically execution of the Agreement as to Assignment and Assumption of Amended Fee Agreement attached hereto as Exhibit A.

Section 4. Notwithstanding anything in this Resolution to the contrary, the County’s compliance with all agreements set forth herein are subject to (a) adherence by the County (and in the case of any multi-county industrial or business park, the partner county) with the requirements of State law and all applicable local codes and ordinances with respect to the enactment of appropriate authorizing ordinances, and (b) the delivery of implementing agreements in forms reasonably acceptable to the County.

Section 5. All orders, resolutions, and parts thereof in conflict with this Resolution are, to the extent of such conflict, hereby repealed. This Resolution shall take effect and be in full force from and after its passage by the Council.

RESOLVED in meeting, duly assembled, this _____ day of _____, 2021.

ATTEST:

Clerk to Oconee County Council
Katie Smith

John Elliott
Chair, Oconee County Council

Section 2. Assumption. PreZero does hereby confirm, contingent upon the Closing, its assumption of all duties, obligations, and liabilities in and under the FILOT Agreement with respect to the FILOT Property accruing on or after the closing of the Transfer and Assignment.

Section 3. Acknowledgement, Consent, Ratification, and Acceptance of the County. Contingent upon the Closing, the County hereby (i) acknowledges that the FILOT Agreement, the Existing Property, and the Economic Development Property have been transferred to PreZero, (ii) consents to and ratifies the Transfer and Assignment, and (iii) agrees to accept FILOT payments from PreZero with respect to the FILOT Agreement.

Section 4. Notice to the Department. Pursuant to the FILOT Agreement and the FILOT Act, PreZero certifies that it will notify the South Carolina Department of Revenue of the Transfer and Assignment ratified by this Agreement.

Section 5. Notices. The parties agree that the addresses to be utilized under Section 4.1 of the FILOT Agreement shall hereafter be as follows:

As to ACI Plastics:

ACI Plastics South, LLC
2945 Davison Road
Flint, MI 48506
Attention: Controller

As to ACI Properties:

ACI Properties South, LLC
2945 Davison Road
Flint, MI 48506
Attention: Controller

With a copy (which shall not constitute notice) to:

J. Wesley Crum, III P.A.
233 N. Main St., Suite 200F
Greenville, SC 29601
Attention: J. Wesley Crum, III, Esq.

As to GreenCycle:

PreZero US, Inc.
2301 E. 7th Street, Ste. A-337
Los Angeles, CA 90023
Attention: Chief Financial Officer

As to PreZero:

PreZero US Services, LLC
2301 E. 7th Street, Ste. A-337
Los Angeles, CA 90023
Attention: Chief Financial Officer

with a copy (which shall not constitute notice) to:

K&L Gates LLP
134 Meeting Street, Suite 500
Charleston, SC 29401
Attention: W. Ford Graham, Esq.

As to the County:

Oconee County, South Carolina
415 South Pine Street
Walhalla, South Carolina 29601
Attention: County Administrator

with a copy (which shall not constitute notice) to:

Oconee County, South Carolina
415 South Pine Street
Walhalla, South Carolina 29601
Attention: County Attorney

Section 6. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 7. Severability. In the event that any clause or provisions of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 8. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

Section 9. Amendment. No provision of this Agreement may be amended, modified, supplemented, changed, waived, discharged, or terminated unless all of the parties hereto consent thereto in writing.

Section 10. Multiple Counterparts; Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument. This Agreement may be circulated for signature through electronic transmission, including, without limitation, facsimile and email, and all signatures so obtained and transmitted shall be

deemed for all purposes under this Agreement to be original signatures and may conclusively be relied upon by any Party to this Agreement.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the undersigned have caused this Agreement as to Assignment and Assumption of FILOT Agreement to be executed by their duly authorized officers to be dated as of _____, 2021.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
John Elliott, Chairman
Oconee County Council

ATTEST:

Amanda Brock, Administrator
Oconee County

ACI PLASTICS SOUTH, LLC

By: _____
Name: _____
Its: _____

ACI PROPERTIES SOUTH, LLC

By: _____
Name: _____
Its: _____

PREZERO US, INC. (F/K/A GREENCYCLE US HOLDINGS, INC.)

By: _____
Name: _____
Its: _____

PREZERO US SERVICES, LLC

By: _____

Name: _____

Its: _____

Oconee County Council

Oconee County
Administrative Offices
415 South Pine Street
Walhalla, SC 29691

Phone: 864-718-1023
Fax: 864 718-1024

E-mail:
ksmith@oconeesc.com

John Elliott
Chairman
District I

Matthew Durham
District II

Paul A. Cain
Vice Chairman
District III

Julian Davis, III
Chairman Pro Tem
District IV

J. Glenn Hart
District V



The Oconee County Council will meet in 2021 on the first and third Tuesday of each month with the following exceptions:

- April, July, & August meetings, which will be **only** on the third Tuesday of each of the three months;
- December meeting, which will be **only** the first Tuesday of the month.

All Council meetings, unless otherwise noted, are held in Council Chambers, Oconee County Administrative Offices, 415 South Pine Street, Walhalla, South Carolina.

Oconee County Council will also hold a Planning Retreat beginning at 9:00 a.m. on Friday, February 19, 2021 in Council Chambers to establish short and long term goals.

Oconee County Council will also meet on Tuesday, January 4, 2022 in Council Chambers at which point they will establish their 2022 Council and Committee meeting schedules.

Oconee County Council will also hold a Budget workshop on Friday, March 19, 2021 in Council Chambers.

Additional Council meetings, workshops, and/or committee meetings may be added throughout the year as needed.

Oconee County Council Committees will meet in 2021 prior to County Council meetings on the following dates/times in Council Chambers located at 415 South Pine Street, Walhalla, South Carolina unless otherwise advertised.

The Law Enforcement, Public Safety, Health, & Welfare Committee at 4:30 p.m. on the following dates: February 16, April 20, July 20, & September 21, 2021.

The Transportation Committee at 4:30 p.m. on the following dates: February 16, April 20, July 20, & September 21, 2021.

The Real Estate, Facilities, & Land Management Committee at 4:30 p.m. on the following dates: March 16, May 18, August 17, & October 19, 2021.

The Planning & Economic Development Committee at 4:30 p.m. on the following dates: March 16, May 18, August 17, & October 19, 2021.

The Budget, Finance, & Administration Committee at 9:00 a.m. on the following dates: February 19 [Strategic Planning Retreat] & March 19 [Budget Workshop] and 5:00 p.m. on the following dates: April 13 & May 4, 2021.

FRIDAY, JANUARY 8, 2021

Public Notice

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PUBLISHER'S AFFIDAVIT

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

OCONEE COUNTY COUNCIL

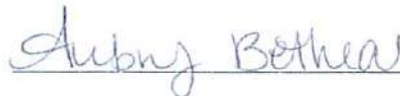
IN RE:

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 01/08/2021 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager

Subscribed and sworn to before me this
01/08/2021



Aubry Bethea
Notary Public
State of South Carolina
My Commission Expires November 20, 2030





Public Comment

SIGN IN SHEET

July 20, 2021 / 6:00 PM

The Public Comment Sessions at this meeting is limited to a total of 40 minutes, 4 minutes per person. Please be advised that citizens not utilizing their full four [4] minutes may not "donate" their remaining time to another speaker.

PLEASE PRINT

	FULL NAME	PURPOSE OF COMMENT
1	TONY ADAMS	Budget
2	Luke Moore	
3	PERRY SMITH	
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Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.

UPSTATE ECONOMIC DEVELOPMENT UPDATE



UpstateSCAlliance

2020 ANNOUNCEMENTS



\$1.25B
in new capital
investment



3,017
new job
announcements


57 TOTAL ANNOUNCEMENTS

Digital CAMPAIGN: Coronavirus Response

Gina Smith O'Donnell, Wil Martin and 19 other connections follow Upstate SC Alliance

Upstate SC Alliance
5,229 followers
Promoted

Is your company considering new business operations? Learn why the life science industry is finding success in Upstate South Carolina.



Upstate South Carolina
A Production Powerhouse

20,000+ graduating into the workforce each year


Connect with the Upstate SC Alliance team for support and resources for your project. [Learn more](#)

Like Comment Share

Gina Smith O'Donnell, Wil Martin and 19 other connections follow Upstate SC Alliance

Upstate SC Alliance
5,229 followers
Promoted

Is your company exploring new markets for increased manufacturing capacity? Upstate South Carolina is a production powerhouse. Learn why the life science industry is finding success here.



Upstate South Carolina is ready to support your business expansion.

Schedule a 20-minute Zoom call today with Marc Metcalf, Senior Business Recruitment Officer.


Connect with the Upstate SC Alliance team for support and resources for your project. [Learn more](#)

Like Comment Share

Gina Smith O'Donnell, Wil Martin and 19 other connections follow Upstate SC Alliance

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In a world where speed to market is essential, the Upstate stands ready to support your business expansion.



400+ available sites and buildings

Connect with the Upstate SC Alliance team for support and resources for your project. [Learn more](#)

Like Comment Share

VIRTUAL Events: REAL Connections

Fall Consultant Inbound



Hello

Sending you well wishes from #TeamUpstate and a box of goodies for cooking up a good time at home. As we are all spending more time and eating more meals at home, here are some Upstate products to spice up, spread on, and sweeten up your meals.

Bon Appetite.

MEET THE Upstate SC Alliance Team

JOHN LUMMUS
President & CEO

JACOB HICKMAN
Director of Business Recruitment

AIMEE REDICK
Director of Global Engagement

MARC METCALF
Senior Business Recruitment Officer

TIFFANY TATE
Global Cities Program Coordinator



UpstateSCAlliance
Business moves here.

International COI Gathering

Greetings International Friends,

We can't wait to catch up with you during our Global Gathering from 4:30-5:30pm on September 24th. Our team plans to share a few updates on our efforts to assist international businesses with growth opportunities in an increasingly connected, global marketplace. We will also test your knowledge of our region with an interactive trivia session. So, study up.

No happy hour is complete without the proper supplies. Please enjoy the enclosed goodies as you raise a glass with #TeamUpstate!

Cheers!

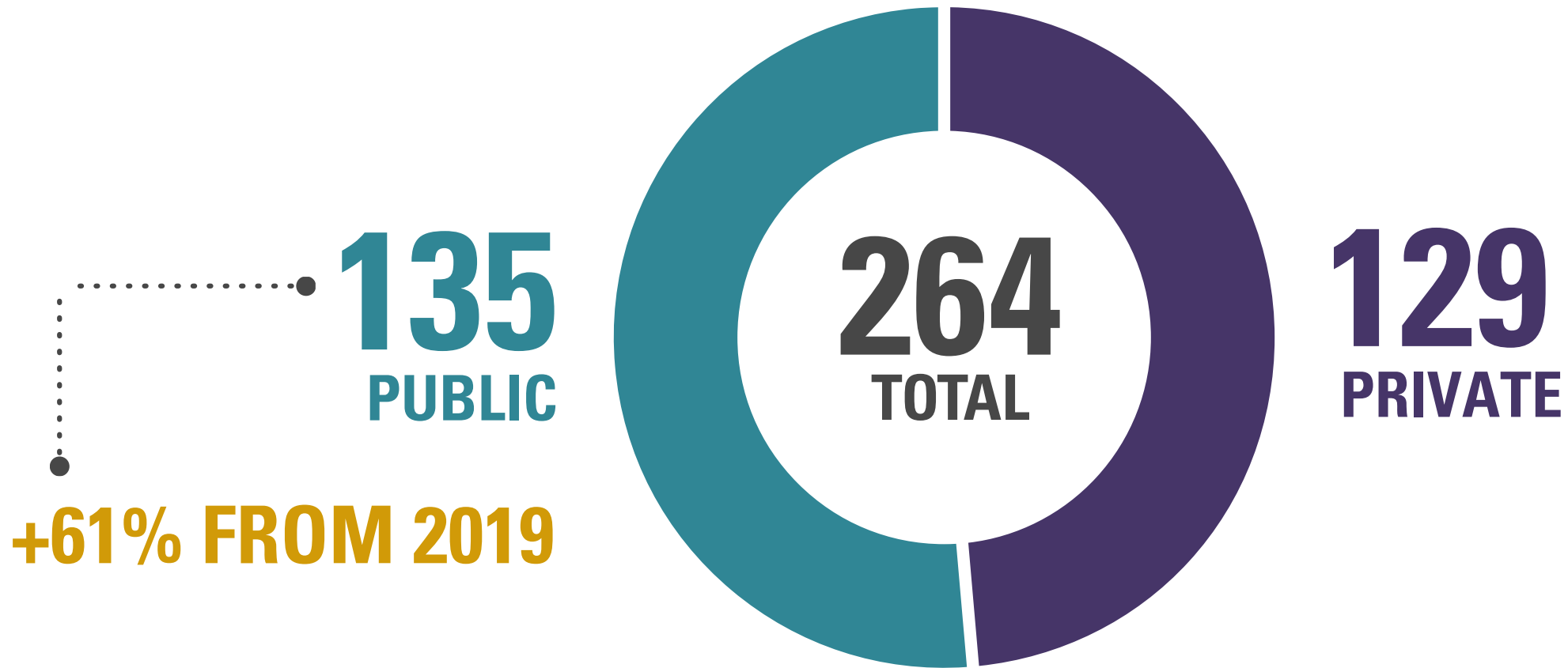
Webinar Link: us02web.zoom.us/j/89018142957 // Trivia Link: kahoot.it

Sauvé! ^{Norac!} Mo gba!
Cheers! ^{Gom but!}
Genatsso! Vakhtanguri!
Sláinte! Sacha! Aviva!
Kanpai! Mazel tov!
Na zdrowie!
Prost! ^{Shereve!} Osasuna!
Gan bei! Salam ati!
Le'chajim! ^{Skål!}
Auguryo! ^{Skål!}
Mabuhay! Terviseks!
Tim-tim! ^{Ivjeji!} ^{Kesep!}
Iermai! Mubarak!
Na zdравe! Prost!
Vashe zdorovje!
Salud! Salut!
Kasugta! Géwo!
Kippis! Santé!
Tarekaid! Chokdeel!
Selamat minum!
^{Uz veselid!}
Jamas!
Viva! ^{Op in gezonde!}
Tschyd del! Salute!
Na zdрав! Egészségére!
Serefe! ^{Djarn!} Vashi!

INTERNATIONAL MODEL: IRELAND



2020 INVESTOR RESEARCH REQUESTS

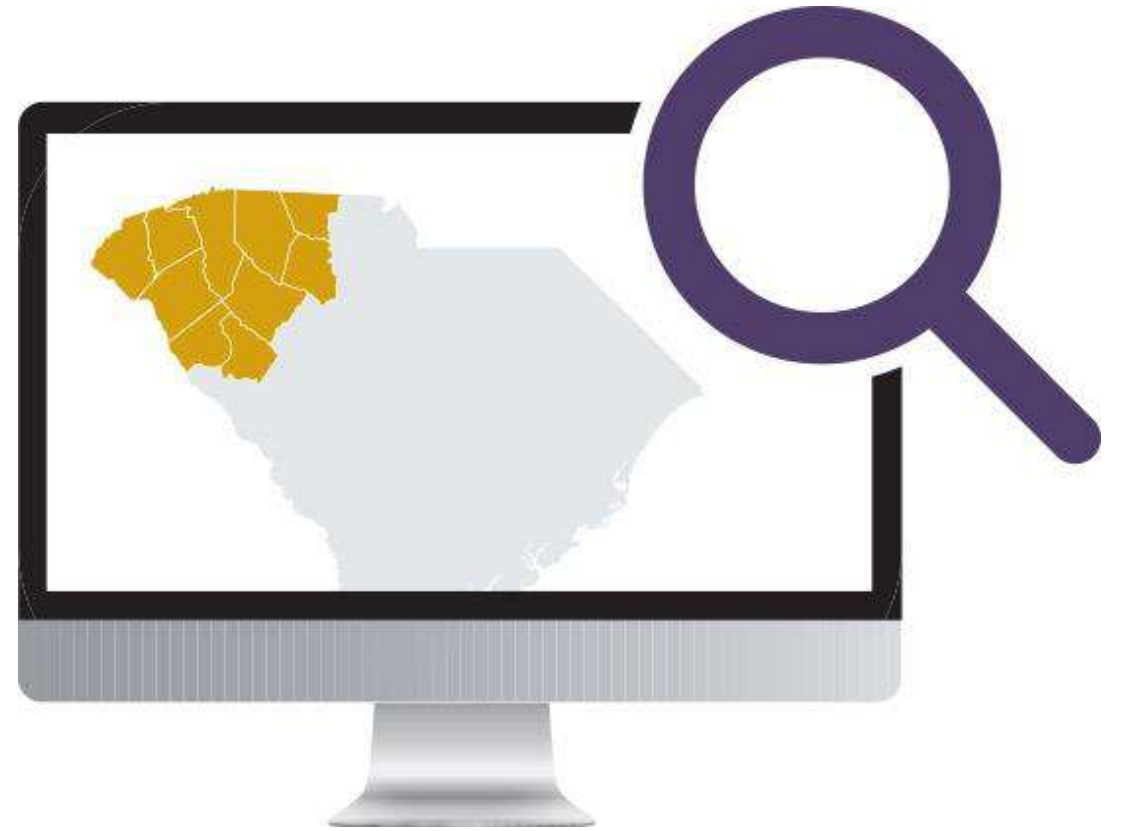


“UPSTATE SOUTH CAROLINA” searches

Nationwide searches of
“Upstate South Carolina”

increased
22%

averaging
4,400
searches per month



Between December 2018 & December 2020



REGAIN OUR

**ECONOMIC
HEALTH**

AND CONTINUE TO

**ADAPT &
STAY AHEAD**

#1

FOCUS ON TARGET

INDUSTRIES

AEROSPACE

AUTOMOTIVE

ENGINEERED MATERIALS

FOOD MANUFACTURING

LIFE SCIENCES



#2

EMBRACING

INNOVATION



#3

WELCOMING

SMALLER PROJECTS

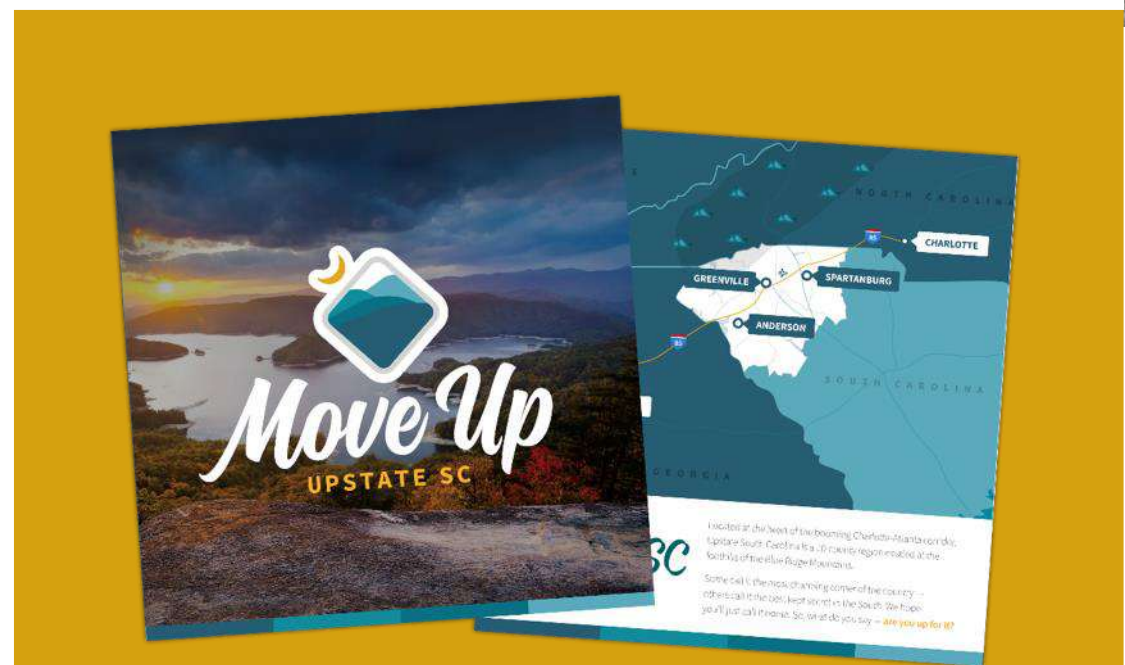
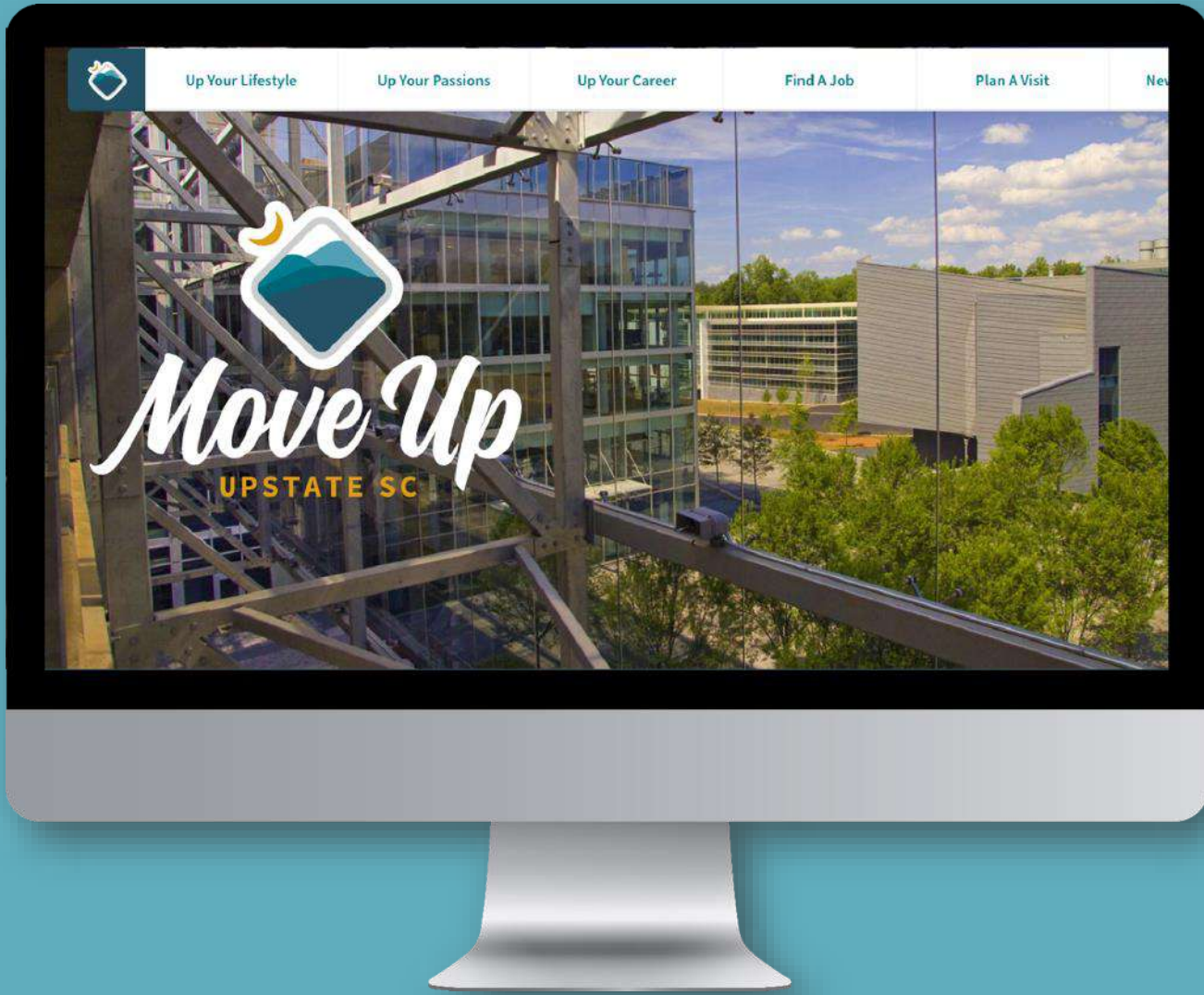


LANDING PADS



#4

CONNECTING EMPLOYERS WITH THE TALENT TO
MAKE IT HAPPEN



SKILL UP: Showcasing In-Demand Careers

Up Your Lifestyle Up Your Passions Up Your Career Skill Up Find a Job News + Resources

UP YOUR SKILLS + CAREER PROSPECTS

Skill Up

Upskilling in Upstate South Carolina is as easy as enrolling in a program that interests you and we want to help make that happen. With plenty of career paths to choose from, you're sure to earn a high paying salary in the technical position that best suits you. Here, you'll find an abundance of exciting hands-on careers, from CNC operator to cybersecurity and network specialist. Jumpstart your future by browsing the sectors below.

Skill Up. Move Up.

Connect to short-term training for in-demand jobs.



A construction site featuring a tall crane and several buildings under construction with visible rebar structures. The scene is overlaid with a blue tint.

#5

MAINTAINING A STABLE BUSINESS

ENVIRONMENT

CHANGE IS AN OPPORTUNITY



UpstateSCAlliance
Business moves here.



The Journal's Post



Paul Cain

The contrived outrage over this issue has reached a point where I can no longer maintain my silence. Prior to Oconee County Council action taken on June 17, 2014, a moment of silence and the Pledge of Allegiance was included on the regular County Council agenda, but an invocation was not included on the agenda. On June 17, 2014, at my third County Council meeting after taking office, I was successful in convincing the other members of the County Council to include an invocation at the beginning of regular County Council meetings (<https://oconeesc.com/documents/council/agendas-and-minutes/2014/minutes/2014-06-17-minutes.pdf>). This decisive action followed the United States Supreme Court's decision in *Town of Greece v. Galloway*, 572 U. S. 565 (2014) (https://www.supremecourt.gov/opinions/13pdf/12-696_bpm1.pdf). Since that time, at every regularly scheduled Oconee County Council meeting (usually on the 1st and 3rd Tuesday of each month), an invocation has been included on the agenda (following the Call to Order, Public Comment, and Council Member

Comment, and Council Member Comments) and such invocation has been given by the County Council Chaplain.

To my knowledge, Special County Council meetings and County Council Committee meetings have never included a moment of silence, invocation or the Pledge of Allegiance. Until the June 22, 2021 Special Council Meeting, no Council member nor any members of the public had ever requested that a moment of silence, invocation or the Pledge of Allegiance be added to a Special County Council Meeting agenda. While I agree with the VERY RECENT public sentiment that a moment of silence, invocation and the Pledge of Allegiance should've been included in prior Special Council Meeting agendas, a request had simply never been made and such oversight should not cause members of the public to deem Council members as "un-American" or "non-Christian."

Now, with regard to the Special County Council Meeting held at 6:00 PM on Tuesday, June 22, 2021:

Now, with regard to the Special County Council Meeting held at 6:00 PM on Tuesday, June 22, 2021: Councilman Matthew Durham knew well in advance of this Special Council Meeting that Luke Moore was upset over not having a moment of silence, invocation, and Pledge of Allegiance at the beginning of the Special Council Meeting: ALL County Council members received the agenda via e-mail at 12:17 PM on Wednesday, June 16th, 2021. The fact of the matter is, in the 7+ years that I have served on Oconee County Council, Council has only held the moment of silence, invocation, and the Pledge of Allegiance during REGULAR County Council meetings; to my knowledge, these items have never appeared on an agenda for a Special County Council Meeting or a Council Committee Meeting (See e.g. <https://oconeesc.com/documents/council/committees/law-enforcement-public-safety-health-and-welfare/2021/agendas/2021-02-16-agenda.pdf> [Chaired by Mr. Durham], <https://oconeesc.com/documents/council/committees/law-enforcement-public-safety-health-and-welfare/2021/agendas/2021-04-20-agenda.pdf>

[agendas/2021-04-20-agenda.pdf](https://oconeesc.com/documents/council/committees-and-commissions/standing-committees/transportation-committee) [Chaired by Mr. Durham], and <https://oconeesc.com/council-home/committees-and-commissions/standing-committees/transportation-committee> [2017-Present, Chaired by Mr. Hart]).

While I (and all other Council members) are in favor of establishing a NEW PRECEDENT of holding a moment of silence, invocation, and Pledge of Allegiance for all Special Council Meetings going forward (as clearly indicated by the UNANIMOUS vote in favor of the same at the June 22, 2021 Special Council Meeting and Chair Elliott's instruction to county staff following the Public Hearing), Mr. Durham failed to inform Chair Elliott of the new request prior to the Special Council Meeting. Mr. Durham received the Agenda for this meeting a FULL SIX (6) DAYS BEFORE the date of the June 22nd Special Council Meeting, yet MR. DURHAM DECIDED TO WAIT UNTIL THE SPECIAL MEETING HAD BEGUN TO VOICE HIS CONCERN AND MAKE A MOTION TO AMEND THE AGENDA.

I can only assume that Mr. Durham

While I (and all other Council members) are in favor of establishing a NEW PRECEDENT of holding a moment of silence, invocation, and Pledge of Allegiance for all Special Council Meetings going forward (as clearly indicated by the UNANIMOUS vote in favor of the same at the June 22, 2021 Special Council Meeting and Chair Elliott's instruction to county staff following the Public Hearing), Mr. Durham failed to inform Chair Elliott of the new request prior to the Special Council Meeting. Mr. Durham received the Agenda for this meeting a FULL SIX (6) DAYS BEFORE the date of the June 22nd Special Council Meeting, yet MR. DURHAM DECIDED TO WAIT UNTIL THE SPECIAL MEETING HAD BEGUN TO VOICE HIS CONCERN AND MAKE A MOTION TO AMEND THE AGENDA.

I can only assume that Mr. Durham calculated that his failure to inform Chair Elliott of the issue would cause the intended public outrage as a result of Luke Moore's comments during the Public Hearing portion of the meeting. I am confident that Chair Elliott and county staff would have ensured that the Special Meeting Agenda included

county staff would have ensured that the Special Meeting Agenda included a moment of silence, invocation, and Pledge of Allegiance had they been informed of this issue prior to the meeting. However, Mr. Durham wanted to ensure that his delay caused maximum damage to Chair Elliott and the general public's perception of this issue. In my estimation, Mr. Durham's goal is not to unite Oconee County; instead, he seeks to drive a wedge into Oconee County and the Council, and to tear apart the few remaining threads of unity that remain. I will not stand by silently as Mr. Durham tacitly encourages folks like Mr. Moore to unwittingly do his bidding. This deceitful activity must be brought to light.

I welcome any members of the public to step forward to speak their mind during County Council meetings, but I encourage you all to gather the facts (from primary sources) before you speak. Please do your own research (from primary sources) and do not assume that the things you read on social media are true. Finally, please reach out to all County Council members prior to a meeting if you feel

9:11



The Journal's Post



(from primary sources) before you speak. Please do your own research (from primary sources) and do not assume that the things you read on social media are true. Finally, please reach out to all County Council members prior to a meeting if you feel like you have not been heard on an issue; this due diligence can help avoid misunderstandings and rebuild the unity that our county so desperately needs and deserves.

3w



David Nix

[Paul Cain](#) Paul Cain So let me see if I can understand: 1) You have been on this council for seven years and have known that the invocation and pledge were not in the agenda for special council meetings and you did nothing about it until it was brought to your attention this past meeting. 2) Matt Durham, who has served a mere 6 months (less months than you have years) tried to vote on a change to fix it. 3) You blame him for citizens participating? You are out of order sir. Take some ownership, being a senior member of the council!



News Feed



Watch



Groups



News



Notifications



Menu

To Whom It May Concern,

On behalf of the Volunteer Fire Departments, I would like to say Thank You for the new Engine's that was purchased and distributed to those Department's that received one. Hopefully in the future all the other aging equipment will also be replaced.

As a Volunteer Fire Department Chief, I would like to say that the members of Station 21, have and will always be a useful and helpful unit within Oconee County Emergency Services.

Majority of the members of a Volunteer Fire Department have full time jobs and are not able to Respond to the ever increasing call's that we are seeing today. Station 21 was created to help the Volunteer Department's with weekly apparatus and equipment checks. Such as light's and siren's, operating each pump to ensure proper working condition and checking all the small engine ran equipment on each apparatus. Not only are they to help insure proper working conditions of the equipment, 21 staff also helps with doing inspections on the businesses within each Departments Jurisdiction. Station 21 was never intended to come in and take over any of the Volunteer Departments or to "do away with" the volunteer's.

Volunteer Firefighters are declining due to age, moving away or simply don't have time anymore. Not because Station 21 wants to take over and run the entire county on their own. The 21 Staff Is a great tool for the Volunteer Departments to utilize within the County and are willing to help answer with call's, question's or concerns that may occur.

I hope this letter will justify the need and use of Station 21 and its staff within Oconee County and its Volunteer Fire Departments.

Thanks for your time

Joey Bryant Chief of Pickett Post FD



Gateway to the Mountain Lakes Region

City of Westminster

Request to Oconee County
for \$1.3 million Allocation
from its American Rescue Plan Funds

Westminster Water System (in brief)

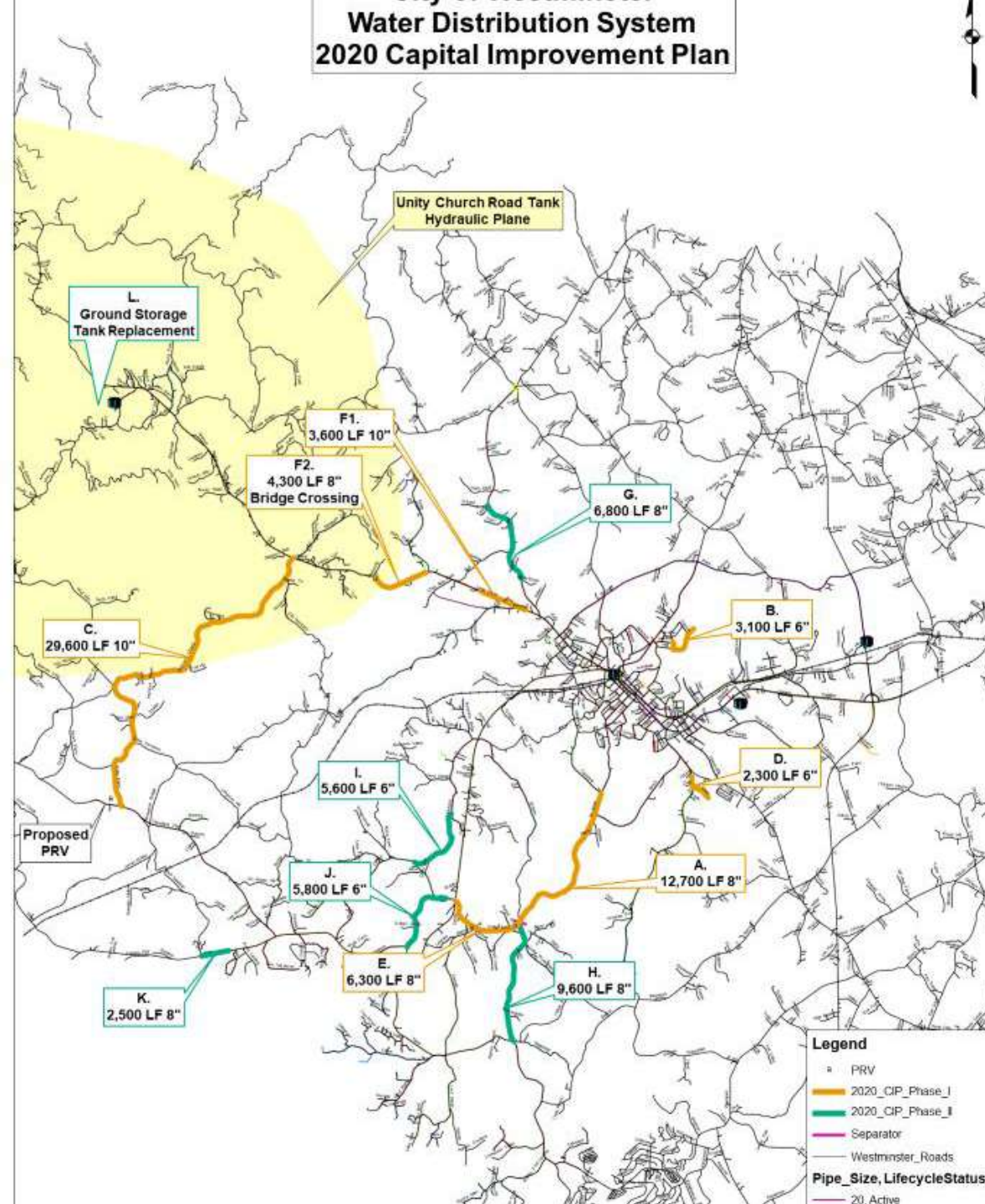
- Began operating in 1934
- Current water plant constructed in 1979
- Serves ~ 7,658 residents through 3,285 residential and 52 non-residential taps
- Also serve a secondary population of 1,449 through wholesale customer TESI
- ~66% of residential customers are outside the Westminster City limits (not including TESI)
- 165.8 miles of water main line
 - 35.84 inside the city limits – 22%
 - 129.96 outside the city limits – 78%
- Customers use ~1.5 million gallons a day (permitted 4 million gallons a day)
- FY2021 Budget \$1,375,993 / FY2022 Budget \$1,571,607

2020 Capital Improvement Plan

Westminster Water Distribution system

- Two Phases
 - Phase I ~\$5.0 million
 - Phase II ~\$2.5 million
- Under design
- Preliminary application process started, Rural Development (USDA)
- Will increase water reliability by “looping” critical areas
- Reduce water loss by replacing old water mains/lines
- Will reduce water run off

Water Distribution System 2020 Capital Improvement Plan



Funding Request Detail

The City of Westminster requests \$1.3 million for Westminster Water System Improvements:

\$ 987,420*	install (2) VFD's and upgrade (2) 300 hp pumps
\$ 155,000	repair plant reservoir (including engineering and permitting)
\$ 65,000	filter upgrade and maintenance
\$ 60,000	repair/improve pipe gallery at the water plant yard
<u>\$ 32,580</u>	upgrades to the various plant components (valves)
\$1,300,000	Total

* detail to follow

This request will continue leveraging funds

- 2019 Westminster Awarded \$414,550 loan from SC Energy Office for capital improvements to increase the efficiency of the Westminster Water System.
 - Loan amount was determined using anticipated energy savings
- As of July 2021 total spent \$376,187.23
 - (3) variable frequency drives – water plant – completed Feb 2020
 - (2) variable frequency drives – Hwy 76 pump station – completed March 2020
 - (2) variable frequency drives – raw water intake – purchased

Variable Frequency Drives (VFD's): a motor component that allows motors operate at variable rates rather than at all-or-nothing.

- The purchase of the 2 VFD's this year
 - Procured and manufactured, ready to install but lack sufficient funding
 - Request made to SC Energy Office
 - SC Energy Office did not approve nor deny
 - Requested the City of Westminster seek other funds
- Options exist from various state and federal agencies; however, time is of the essence to install the VFD's for raw water intake
 - Applying to state agencies often takes 12-18 months before funding is awarded and available
- City of Westminster is allocated ~\$1.3 million in ARP, same amount as this request from Oconee County ARP funds
- Date of funds availability is unknown, Congressionally approved to be delivered by December 31, 2021
- City of Westminster plans to use these funds as grant matches for state and federal grants for improvements to the wastewater system in order to meet SCDHEC Consent Order signed April 29, 2021

ARP Allowable Uses (in brief)

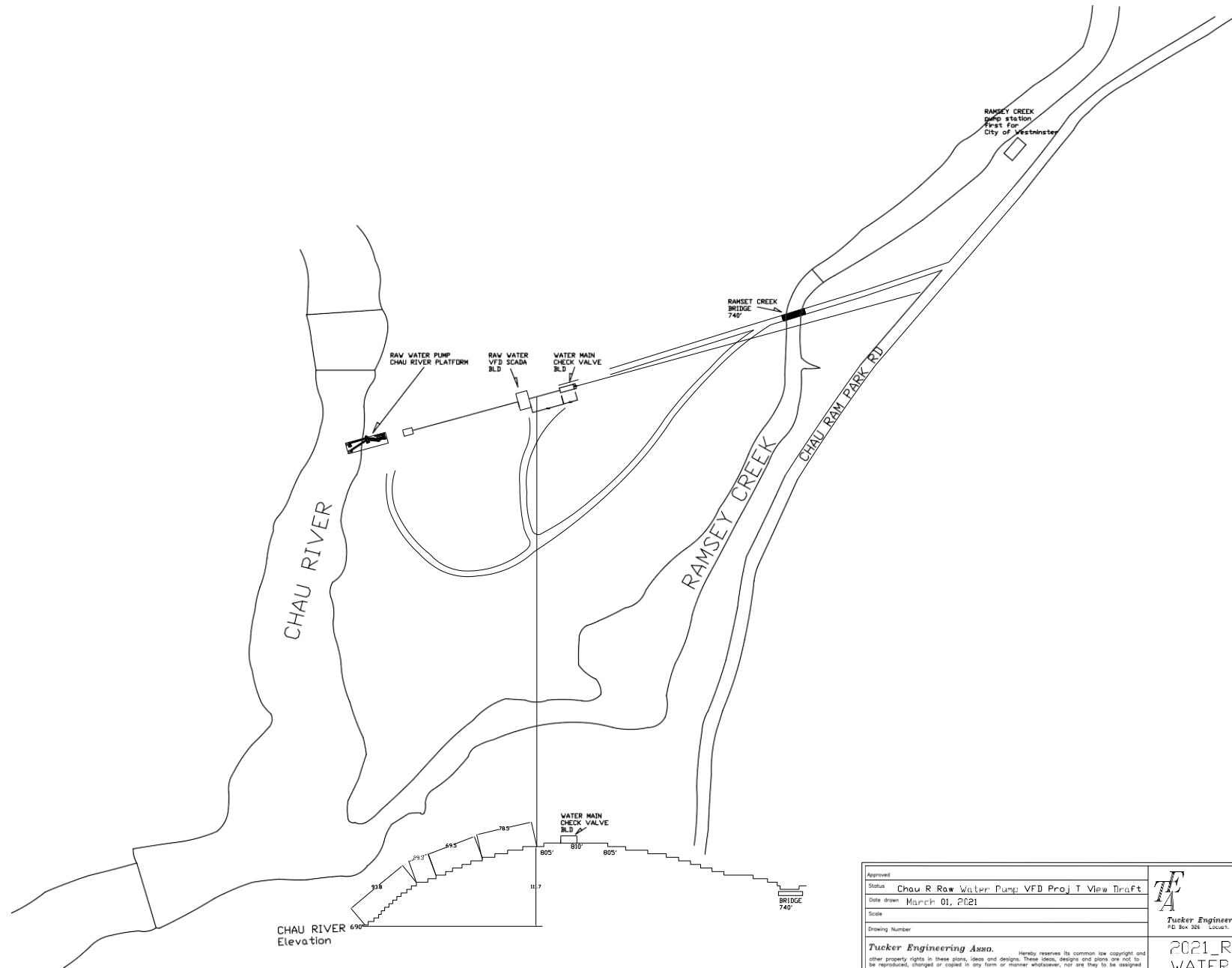
- **Support public health expenditures**, by, for example, funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff
- **Address negative economic impacts caused by the public health emergency**, including economic harms to workers, households, small businesses, impacted industries, and the public sector
- **Replace lost public sector revenue**, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic
- **Provide premium pay for essential workers**, offering additional support to those who have and will bear the greatest health risks because of their service in critical infrastructure sectors
- **Invest in water, sewer, and broadband infrastructure**, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet
- **Funds must be spent by December 31, 2024.**

(source: <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>)

Compliance with ARP rules

- Water infrastructure
- Improve access to clean drinking water
 - Increase efficiency of water system, future cost savings by:
 - Reducing electric consumption
 - Reducing the amount of water cleaned but not delivered to customers
- Completion of all work by December 31, 2024

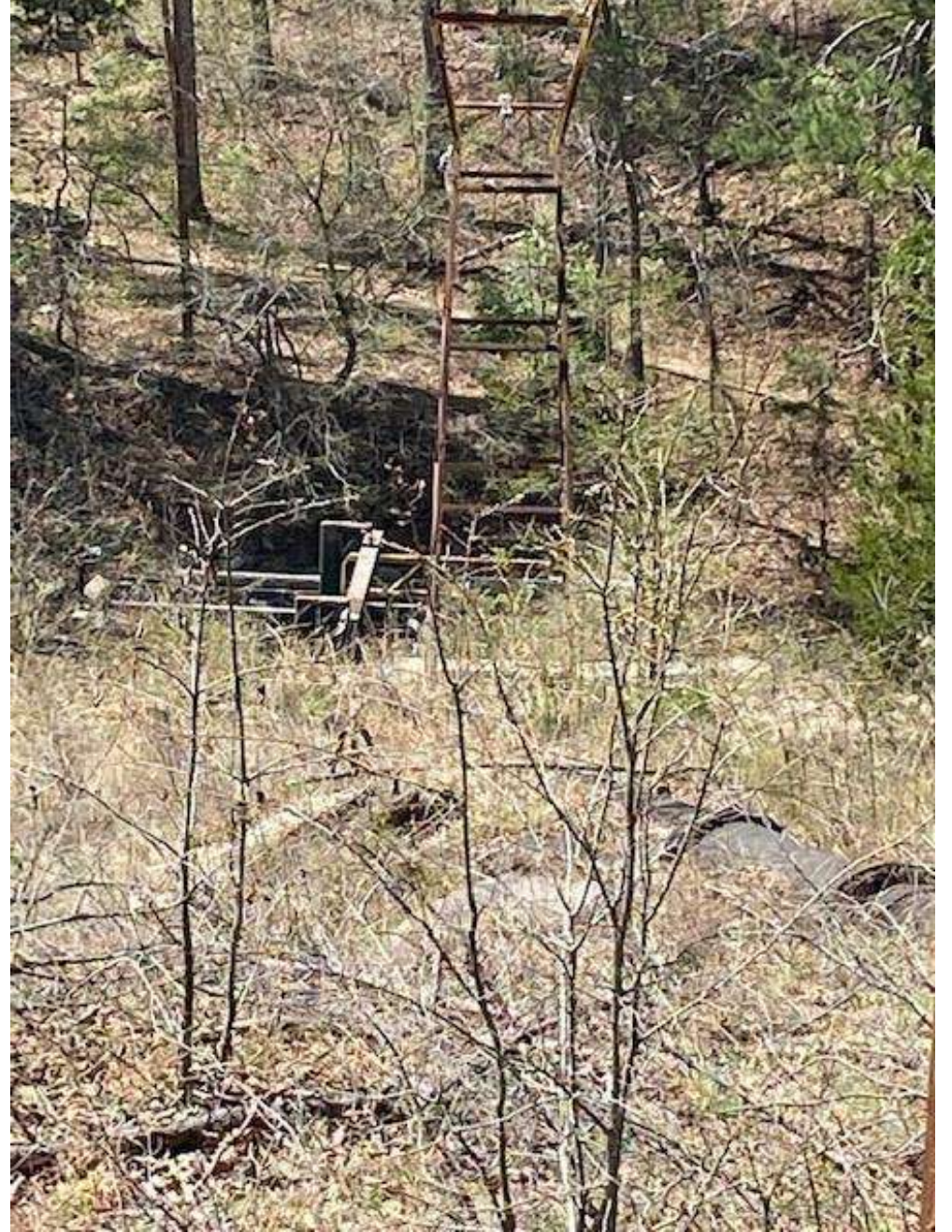
Raw water intake details



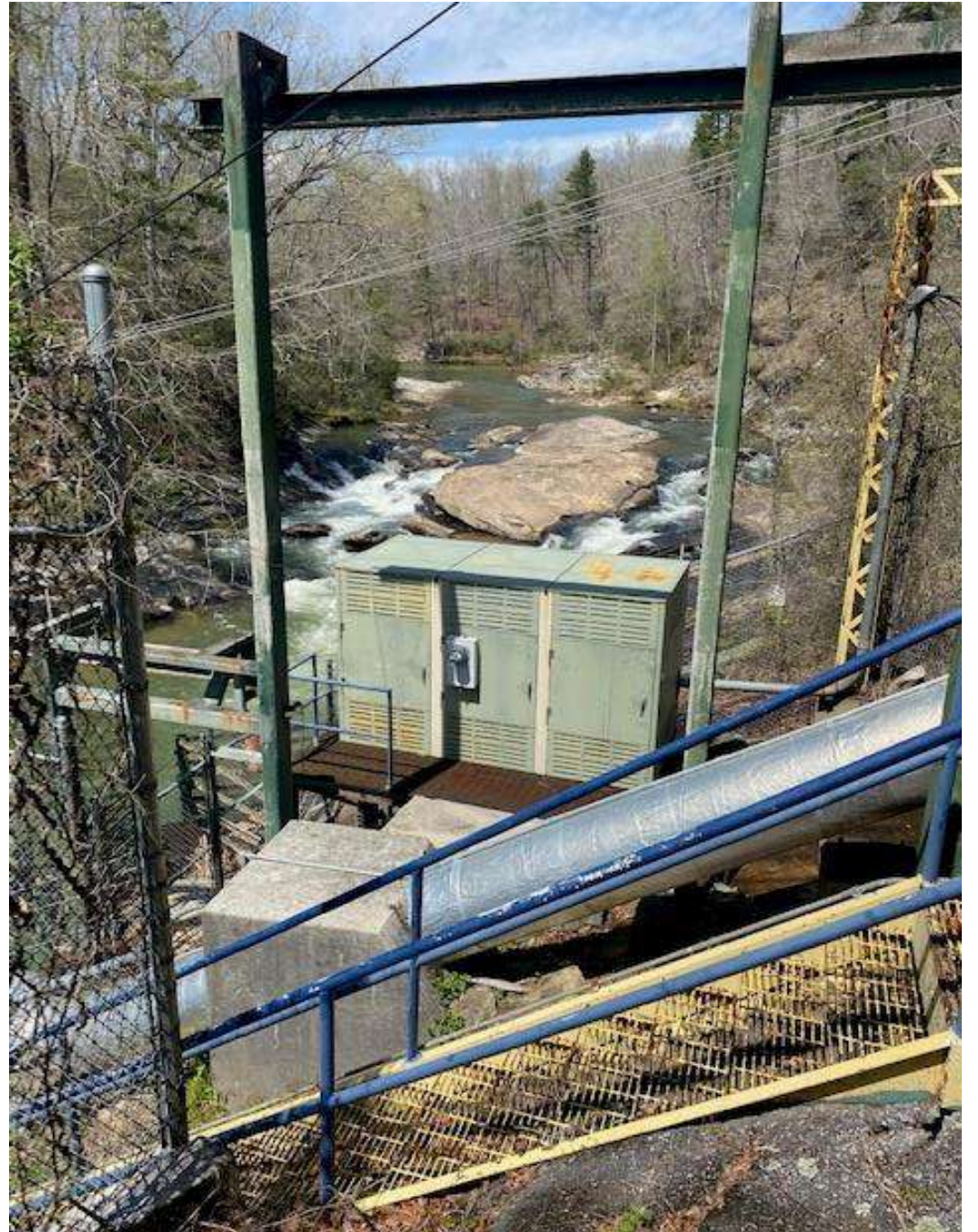
Approved
 Status **Chou R Raw Water Pump VFD Proj I View Draft**
 Date drawn **March 01, 2021**
 Scale
 Drawing Number
Tucker Engineering Assn.

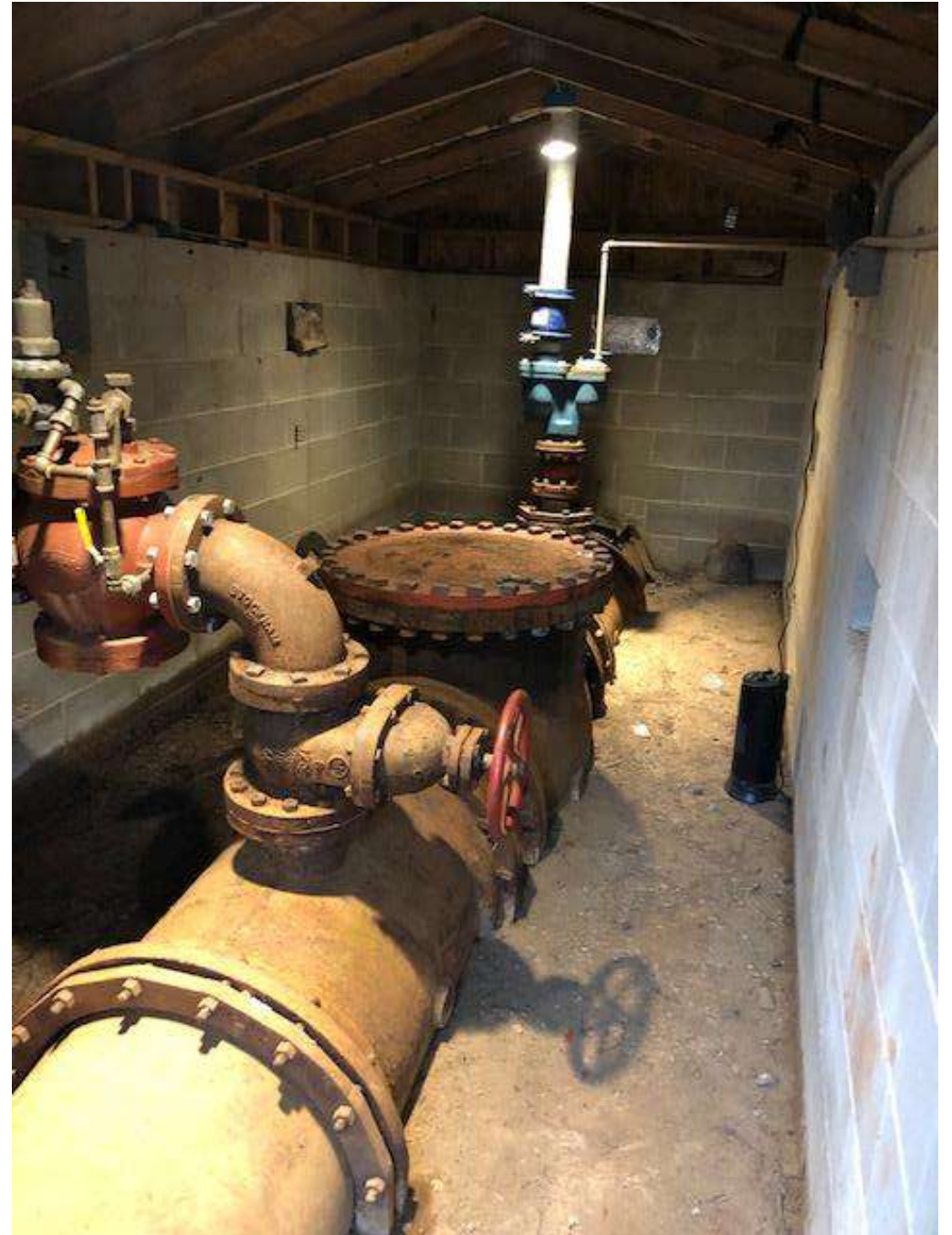
	Tucker Engineering Associates, Inc. 740 E. 30th Street, Charlotte, NC 28207 352.827.2561
	2021 RAW WATER VFDs

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The End.
Thank you.